

AGREEMENT

BETWEEN THE

FACULTY FEDERATION OF
ERIE COMMUNITY COLLEGE

NYSUT/NEA-AFT
AND THE

COUNTY OF ERIE

AND

ERIE COMMUNITY COLLEGE

2005 –2009

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LEGISLATIVE REVIEW

STATEMENT UNDER 204-a OF TAYLOR ACT:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

STATEMENT OF PURPOSE

THIS AGREEMENT made this, 12th day of October 2006 by and between the Faculty Federation of Erie Community College (hereinafter referred to as the "Federation" or "FFECC") and the County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College (hereinafter referred to as the "College").

WHEREAS, it is the intent and purpose of the Parties hereto to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the Parties hereto,

NOW, THEREFORE, it is mutually agreed to as follows:

ARTICLE 1 RECOGNITION

(A) The County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College recognize the Faculty Federation of Erie Community College as the 'exclusive' bargaining agent for all of the professional employees listed below of the Erie Community College. Such recognition shall extend the periods of unchallenged representation for the maximum period authorized by law. The Employer and the Federation agree with the one-college concept.

(B) Included in this bargaining unit are the following full-time classifications:

Instructional

Instructor/College Librarian/College Systems Librarian
Assistant Professor/Senior College Librarian/Senior College Systems Librarian
Associate Professor/Principal College Librarian/Principal College Systems Librarian
Professor
Distinguished Professor
Child-Care Teacher *

Non-Teaching Professionals

Counselor (Including Bi-Lingual)
Senior Counselor/Senior Bi-Lingual Counselor
Principal Counselor/Principal Bi-Lingual Counselor
Coordinator of Audio Visual
Senior Coordinator of Audio Visual
Principal Coordinator of Audio Visual
Department Advisor *

Non-Teaching Technical Professionals

Technical Assistant
Senior Technical Assistant
Master Technical Assistant
Mentor
Electrical Technician
Master Electronic Technician
Athletic Trainer
Assistant Child-Care Teacher *

Special Category Trainers (See Appendix F – Police Training Memorandum of Agreement)

Police Training Professionals
Senior Police Training Professionals
Principal Police Training Professionals

* Positions not presently active in College.

- (C) Included in this bargaining unit effective September 1, 1989, are the following part-time classifications:

*Adjunct Instructional

Instructor
Assistant Professor
Associate Professor
Professor

*Non-Teaching Part-time

Librarian/Senior College Librarian/Principal College Librarian/Systems
Librarian/Professor
Counselor/Senior Counselor/Principal Counselor
Mentor
Technical Assistant/NTTP

* Definition of Adjunct Instructional: Part-time instructional adjunct is defined as an individual having the responsibility for between 6 and 24 contact hours per academic year to be included in the bargaining unit.

** Definition of Non-Teaching Part-time: Part-time non-teaching professional is defined as an individual working 19 hours or less per week. Librarians are included in this definition for the purposes of establishing part-time status and pay but are classified as instructional employees.

- (D) CHANGE IN JOB TITLES/SPECIFICATIONS AND NEW TITLES.

The employer agrees to provide the President of the Federation written notice within 30 calendar days prior to a change in any bargaining unit positions, titles, or function and/or specifications of the creation of any new positions, titles, or functions at the College. Upon written request by the Federation President to the College President, received within 10 working days after the date of mailing of said employer notice of change or new positions, titles, or functions, the College President shall meet with the Federation President to discuss new positions, titles, or functions prior to the implementation by the College.

It is further agreed that the parties shall negotiate the allocation of any new positions or titles, at the college to a bargaining unit.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

- (A) Board - shall mean the Board of Trustees of Erie Community College.
- (B) President - shall mean the chief executive officer of the College.
- (C) College - includes all campuses, North, South, and City and any extensions of these campuses and shall mean the Administration of Erie Community College and/or the Board of Trustees.
- (D) Employer - shall mean the County of Erie.
- (E) Faculty--shall mean the members in the Bargaining Unit.
- (F) Officer of the Federation - President of the Federation or his designee.

- (G) Academic Unit - shall mean the college-wide areas of professional expertise and/or training which is established or amended by the College and subject to the provisions of Article 2(C), including the following:
- a. Architectural Tech/Mechanical Drafting
 - b. Automotive Technology
 - c. Auto Trades/Autobody
 - d. Biology/LA Science
 - e. Building Management & Maintenance Technology/Building Trades
 - f. Business Administration
 - g. Chemistry/Chemical Technology /LA Science
 - h. Civil Engineering/Construction Technology
 - i. Computer Information Systems (CIS)
 - j. Computer Repair Technology
 - k. Counseling Center
 - l. Criminal Justice
 - m. Dental Hygiene
 - n. Dental Lab Technology
 - o. Dietetic Technology
 - p. Early Childhood
 - q. Electrical Engineering Technology
 - r. Emergency Medical Technology
 - s. English/Communication Arts
 - t. Fire Protection Technology
 - u. General Studies
 - v. Graphic Arts
 - w. Health Information Technology
 - x. Health/Physical Education/Recreation
 - y. Hospitality Management
 - z. Humanities (Language, Music, Philosophy, Art)/LA Humanities
 - aa. Labor Studies
 - bb. Learning Resource Center (Library/Media Ctr.)
 - cc. Mathematics/Computer Science/LA Mathematics
 - dd. Mechanical Engineering/Machine Tools/Industrial Technology Manufacturing (effective August 27, 2007)
 - ee. Medical Laboratory Technology/Medical Assistant
 - ff. Mental Health Assistant
 - gg. Nursing
 - hh. Occupational Therapy Assistant
 - ii. Off-Campus Programs
 - jj. Office Management & Administration
 - kk. Ophthalmic Dispensing
 - ll. Paralegal
 - mm. Physics/Engineering Science/LA Science
 - nn. Radiologic Technology
 - oo. Respiratory Care
 - pp. Social Science/International Studies/LA Social Science
 - qq. Police Academy (effective January 1, 2007)
- (H) Academic Department - a campus component of an academic unit.
- (I) Distinguished Professor - shall mean a Faculty member or Adjunct Faculty member who because of special contributions in his field is appointed for one academic year or less.
- (J) Seniority - is defined as the date of most recent entry into the academic unit. However, when faculty have the same seniority in an academic unit, ties will be broken by considering the years of service within the bargaining unit regardless of whether such service is continuous or discontinuous.

- (K) A new academic unit was created covering the job title of NTP (Coordinator of Audio Visual) effective January 1, 2007. This academic unit will be solely for the purpose of seniority. Seniority is the most recent entry into the academic unit. A new academic unit of Police Training Professional with a department chair was created effective January 1, 2007.

ARTICLE 3 MANAGEMENT RIGHTS

The Board of Trustees and the Erie County Legislature, on their own behalf of the electors of the County, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York, and/or the United States. The exercise of these rights, powers, authority, duties and responsibilities by the Board and County Legislature and adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4 FEDERATION RIGHTS

- (A) Dues Check-Off and Authorization.

- (1) The Employer agrees to deduction from the salaries of its employees dues for the Federation as said professional employees individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Faculty Federation. Authorization and deauthorization shall be in the form provided by the Federation.
- (2) The Federation shall certify to the Employer in writing the current rate of its membership dues and shall give the Employer fourteen (14) days' notice prior to the effective date of any changes.
- (3) Deductions referred to in Paragraph (1) (above) shall be made in the following manner commencing September, 1975.
 - (a) One (1) "annual" payment in the first pay period of October, or
 - (b) Twenty (20) payments with the first deduction being made in the first pay period of October.
- (4) The Employer, following each pay period from which dues deductions are made, will transmit the amount so deducted to the Federation within fourteen (14) days. All transmittals shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
- (5) The Employer and the Faculty Federation agree to the provisions of the Agency Shop as provided for by New York State Law. The parties agree that:
 - (a) The Employer and Faculty Federation recognize that the negotiation and administration of collective agreements and related activities entail expenses, which are appropriately shared by all employees covered by such agreements. They further recognize that the Faculty Federation by reason of its status as the "exclusive bargaining agent" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Faculty Federation. In consideration thereof, the Employer agrees to deduct starting within two (2) pay periods after the signing of this Agreement from the wages of all employees in the negotiating unit who are not members of the Faculty Federation, any agency fee in the amount equivalent to the dues of the Faculty Federation and to promptly transmit the sums so deducted to the Faculty Federation.
 - (b) Deduction of this agency fee provided for in Section (1) of this Article shall be made, consistent with the dues deduction schedule of this Agreement. The Employer agrees to furnish the Faculty Federation with an alphabetical listing showing the names of all employees from whose salary such fees have been deducted. Deductions for employees in the unit who are hired after October 1 of any school year shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.

- (c) The Employer and the Faculty Federation agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.
- (d) If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's pay check, such deduction shall be made from the next pay check of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than constituting actual deductions made from employee wages earned.

(B) Use of Facilities.

- (1) **Bulletin Board Posting.** The Employer will provide bulletin boards with glass doors and locks in each Faculty lounge in "G," "K," and "B" buildings together with the library and lobby of the Faculty-restaurant lounge ("S" building) on the North Campus, on the first floor of the Old Post Office one each in the lounge and dining area at City Campus, and in the Faculty Dining Room at South Campus.
- (2) **Mail Service.** The Federation shall have the right to use the existing inter-campus and intra-campus mail system.
- (3) **Federation Business Meetings.** The Employer agrees that the Administration will provide meeting space for regular monthly meetings of the Federation. Said regular monthly meetings shall be scheduled before September 15th of said year. The Administration will assign a particular room to be used at least two (2) weeks in advance of the meeting time. The Administration will provide a meeting room for special meetings of the Federation upon approval of the President, or his designee, and upon forty-eight (48) hours advance written notice to him. Said Federation meetings shall not interfere with or interrupt the operation of the College. The College will provide the FFECC with meeting/office space to conduct union business at each campus.
- (4) **Services and Equipment.** The Federation shall have the use of College duplicating services, computer services, and other equipment for all academic related activities, providing they not interrupt the normal operation of the College.

(C) Officers' Teaching (or Work) Load.

- (1) During any semester in which there are negotiations for a new contract, each member of the negotiating team of five (5) members shall have a maximum teaching assignment of nine (9) hours (teaching faculty) or a maximum of twenty-one (21) work hours (non-teaching professionals).
- (2) Effective January 1, 2008, the following officers will receive a reduced teaching load or compensation at the current overload rate:

| FFECC Officers | Reduced Load |
|-------------------------------|---|
| President | 12 contact hours/semester*** |
| Secretary** | 3 contact hours/year |
| Treasurer** | 3 contact hours/year |
| Past President** | 3 contact hours/year |
| Campus Vice Presidents** | 3 contact hours/semester for North, South, and City |
| Committee Chairs** | Reduced Load* |
| Grievance Chair** | 9 contact hours/semester |
| Membership Chair** | 3 contact hours/year |
| Legislative/Vote Cope Chair** | 3 contact hours/year |

- * Reduced load will be compensated at the current overload rate; affected individuals may opt to receive reduced load or the equivalent payment.
- ** These positions are funded by the FFECC; three hours per semester of the Grievance Chair and President positions are funded by the FFECC. These reduced hours shall be offered at the discretion of the FFECC President.
- *** Three hours for the President may be deferred to the summer to conduct union business.

NTPs, Librarians, or NTPs entitled to reduced load as a result of FFECC service shall receive 7 clock hours for every 3 contact hours allocated.

(D) Federation/Administration Relations.

- (1) The College will provide the Federation an agenda for all regular meetings of the Board of Trustees, such agenda to be available to the President of the Federation prior to the meeting. Any other such material that is made available to the public will be made available to the Federation at the same time.
- (2) The President of the Federation, or his designee, shall have the right to be present at all regular and executive meetings of the Board of Trustees.
- (3) Federation/Administration Meetings.
 - (a) The President of the College or his authorized designee shall agree to consult with the President of the Federation or his authorized designee at a regularly scheduled meeting of not more than once a month to discuss matters of interest and/or concern to either party.
 - (b) The Vice-President of each campus shall meet with the campus Vice-President of the Federation at a regularly scheduled meeting of not more than once a month to discuss matters of interest and/or concern to either party.
 - (c) It is understood that each party will submit an agenda reflecting subjects to be discussed at each of the meetings mentioned in (a) and (b) above at least five (5) workdays prior to the meeting.
 - (d) In the event of an emergency, the President of the College or the Vice-President of the Campus may agree to additional meetings with the President or Vice-Presidents of the Federation respectively.

(E) Time Off for Federation Business. The College/County agrees to grant time off to employees who are designated by the President of the Federation to attend meetings to a total of seventy (70) days per year. Employees so designated shall notify the administration prior to leaving work to attend such meetings.

(F) Access to Employees. Every six months during the duration of this Agreement, the County shall furnish the President of the Federation a list of new employees in the Bargaining Unit. This list shall be issued by Erie County Personnel Department containing name, address, title and department.

Six months prior to the termination date of this Agreement, the County shall furnish to the Federation President a total list of employees in the Bargaining Unit and the total number of employees in each particular grade level of the salary structure.

ARTICLE 5 FEDERATION SECURITY

- (A) The Employer recognizes that its employees have the right to form, join, and participate in or to refrain from forming, joining, or participating in, any employee organization of their own choosing.
- (B) The Employer recognizes the Federation as the sole and exclusive bargaining agent in behalf of all employees of the College contained in the Bargaining Unit, and further agrees that there shall be

no discrimination, interference, restraint or coercion by the College on behalf of or against any of its employees because of membership in the Federation.

- (C) The Federation agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Federation. The Federation recognizes that no employee is required to join the Federation and every employee has the right to join or refrain from joining the Federation or withdrawing from the Federation.

ARTICLE 6 NO-STRIKE PLEDGE

The Federation recognizes the employees of the College as "public employees" and the provisions of the New York State Public Employees Fair Employment Law, Article 14 of the Civil Service Law, which prohibits strikes. The Federation asserts that it will not engage in, cause, instigate, encourage or condone a strike or concerted stoppage of work or slowdown.

ARTICLE 7 ANTI-DISCRIMINATION CLAUSE

No employee will be discriminated against because of race, color, creed, age, sex, religious affiliation, national origin or disability.

In connection with the Equal Employment Opportunity Program of the United States, the Employer pledges its full support to Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, dated October 13, 1968, in continuing its well-established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy program the Federation enthusiastically endorses.

The parties to this agreement recognize the need for and advantages of an Affirmative Action Program in terms of filling both the mission of the College as well as the needs of the Community it serves. This being the case, the parties agree to act cooperatively towards the refinement and implementation of an affirmative action policy for Erie Community College during the life of this agreement.

ARTICLE 8 ACADEMIC FREEDOM

The College agrees that it is its responsibility to provide an atmosphere of academic freedom within the College.

ARTICLE 9 DEPARTMENT CHAIR

- (1) The academic units with department chairs are indicated below. Each Academic Department chair, assistant chair, and governance coordinator shall receive the stipend and the release time indicated on **Charts A-1** (Effective 9/1/2005 to 8/31/2007) through **A-2** (Effective 9/1/2007 to 8/31/2009). Release time is shown in parentheses along with stipend per semester.

| Chart A-1 | | | |
|---|-------------------|-------|-------|
| Academic Department Chairs | | | |
| September 1, 2005 – August 31, 2007 | | | |
| Department | City | North | South |
| Architectural Tech/Mechanical Drafting | * | * | (6) |
| Automotive Technology | * | * | (6) |
| Auto Trades/Autobody | * | * | (6) |
| Biology | (6) | (6) | (6) |
| Bldg. Management & Maintenance Technology | (6) | * | * |
| Business Administration | (9) | (9) | (9) |
| Chemistry | (6) | * | (6) |
| Chemistry/Chem. Tech | * | (6) | * |
| Civil Engineering/Construction Technology | * | (6) | * |
| Computer Information Systems | (6) | (6) | (6) |
| Computer Repair Tech/Bio Med Tech | * | * | (6) |
| Counseling Center | (14) | (14) | (14) |
| Criminal Justice | (6) | (6) | * |
| Dietetic Technology | * | (6) | * |
| Early Childhood | (6) | * | * |
| Electrical Engineering/Communication Sys Tech | * | (6) | * |
| Emergency Medical Technology | (6) | (6) | (6) |
| English/Communication Arts | (9) | (9) | (9) |
| Fire Protection | N/A | N/A | N/A |
| Graphic Arts | * | * | (6) |
| Health/Physical Education/Recreation | * | * | (9) |
| Hospitality Management | (6) | (6) | * |
| Humanities | (6) | (6) | (6) |
| Learning Resource Center | (14) | (14) | (14) |
| Manufacturing Technology/Industrial Technology | * | (6) | * |
| Mathematics/Computer Science | (6) | (12) | (6) |
| Mechanical Engineering/Machine Tool Tech | * | (6) | * |
| Office Management & Administration | (6) | (6) | (6) |
| Paralegal | (6) | * | * |
| Physics/Engineering Science | (6) | (9) | (6) |
| Social Science – International Studies | (6) | (9) | (6) |
| Telecommunications | * | * | (6) |
| Asst Chair Developmental Education/English | (3) | (3) | (3) |
| Asst Chair Developmental Education/Mathematics | (3) | (3) | (3) |
| Asst Chair Computer Science | * | (3) | * |
| Asst Chair General Studies | (3) | (3) | (3) |
| Campus Council Chair | (3) | (3) | (3) |
| Center for Professional Development Coordinator | (12) College-Wide | | |
| Middle States Chair | (3) | (3) | (3) |
| Honors Program Coordinator | (3) | (3) | (3) |
| Teacher Preparation | (3) | * | * |

| Chart A-2 | | | |
|---|--------------------------|-------------------|-------------------|
| Academic Department Chairs | | | |
| September 1, 2007 - August 31, 2009 | | | |
| Department | City | North | South |
| Architectural Tech/Mechanical Drafting | | | (3) + \$1,800/sem |
| Automotive Technology | | | (3) + \$1,800/sem |
| Auto Trades/Autobody | | | (3) + \$1,800/sem |
| Biology | (3) + \$1,800/sem | (3) + \$1,800/sem | (3) + \$1,800/sem |
| Bldg Management & Maintenance Technology | (3) + \$1,800/sem | | |
| Business Administration | (6) + \$1,800/sem | (6) + \$1,800/sem | (6) + \$1,800/sem |
| Chemistry | (3) + \$1,800/sem | (3) + \$1,800/sem | (3) + \$1,800/sem |
| Civil Engineering/Construction Technology | | (3) + \$1,800/sem | |
| Computer Information Systems | (3) + \$1,800/sem | (3) + \$1,800/sem | (3) + \$1,800/sem |
| Computer Repair Tech/Casino Gaming | | | (3) + \$1,800/sem |
| Counseling Center (stipend only) | \$2,500/sem | \$2,500/sem | \$2,500/sem |
| Criminal Justice | (3) + \$1,800/sem | (3) + \$1,800/sem | |
| Dietetic Technology | | (3) + \$1,800/sem | |
| Early Childhood | (3) + \$1,800/sem | | |
| Electrical Engineering/Communication Sys Tech. | | (3) + \$1,800/sem | |
| Emergency Medical Technology | (3) + \$1,800/sem | (3) + \$1,800/sem | (3) + \$1,800/sem |
| English/Communication Arts | (6) + \$1,800/sem | (6) + \$1,800/sem | (6) + \$1,800/sem |
| Fire Protection | | | n/a |
| Graphic Arts | | | (3) + \$1,800/sem |
| Health/Physical Education/Recreation (college wide) | | | (9) + \$1,800/sem |
| Hospitality Management | (3) + \$1,800/sem | (3) + \$1,800/sem | |
| Humanities (merge City with South) | | (3) + \$1,800/sem | (6) + \$1,800/sem |
| Learning Resource Center (stipend only) | \$2,500/sem | \$2,500/sem | \$2,500/sem |
| Mathematics/Computer Science (keep at (6) C & S | (6) + \$1,800/sem | (9) + \$1,800/sem | (6) + \$1,800/sem |
| Mechanical Engineering/Industrial Technology | | (3) + \$1,800/sem | |
| Office Management/Office Technology | (3) + \$1,800/sem | (3) + \$1,800/sem | (3) + \$1,800/sem |
| Paralegal | (3) + \$1,800/sem | | |
| Physics | (3) + \$1,800/sem | (3) + \$1,800/sem | (3) + \$1,800/sem |
| Social Science – International Studies | (6) + \$1,800/sem | (6) + \$1,800/sem | (6) + \$1,800/sem |
| Telecommunications | | | (3) + \$1,800/sem |
| Asst Chair General Studies (Hours & Stipend) | (3) + \$1,800/sem | (3) + \$1,800/sem | (3) + \$1,800/sem |
| Asst Chair Developmental Education/English | \$1,800/sem | \$1,800/sem | \$1,800/sem |
| Asst Chair Developmental Education/Mathematics | \$1,800/sem | \$1,800/sem | \$1,800/sem |
| Asst Chair Computer Science | | \$1,800/sem | |
| Physics/Engineering Science (North only) | | \$1,800/sem | |
| Campus Council Chair | \$1,800/sem | \$1,800/sem | \$1,800/sem |
| Center for Professional Development Coordinator | College-wide \$7,200/sem | | |
| Middle States Chair | \$1,800/sem | \$1,800/sem | \$1,800/sem |
| Honors Program Coordinator | \$1,800/sem | \$1,800/sem | \$1,800/sem |
| Teacher Preparation | \$1,800/sem | | |

(3), (6), or (9) – release contact hours

\$1,800 stipend per semester unless otherwise noted

Stipends were determined by the contractual overload rate based upon the release time reduction from 2004-2005 shown in Chart A-1 (Academic Department Chairs – 9/1/2005) with the exception of a fixed amount for Counseling and the Learning Resource Center.

(2) Program Coordinator – Honors Program

The Coordinator of the Honors Program will be chosen by the Administration. That person must be from the teaching faculty.

The Honors Program Coordinator will be required to teach Honors Program courses and for purposes of the contract, the Honors Program Courses, namely HP100, HP101, HP102, and HP103. For the period September 1, 2005 – August 31, 2007, (Chart A-1) release time for coordinators will be assigned to the Academic Unit from which the Honors Program Coordinator is a member. Effective September 1, 2007, (Chart A-2) the Honors Program Coordinators will receive a stipend in lieu of release time.

(3) The academic units with department heads are:

- (a) Child Care Laboratory
- (b) Dental Hygiene
- (c) Dental Laboratory Technology
- (d) Health Information Technology
- (e) Medical Laboratory Technology/Medical Office Assisting
- (f) Mental Health Assistant
- (g) Nursing
- (h) Occupational Therapy Assisting
- (i) Ophthalmic Dispensing
- (j) Radiology Technology
- (k) Respiratory Therapy Technology

(4) Definition: Department chairs will lead all departments at the College as indicated in Article 9 (1) above. Department Chairs shall be full-time faculty members appointed from the full-time faculty within the department, will remain in the FFECC bargaining unit and shall maintain all faculty rights while serving.

(5) Selection and Recall of Department Chairs: Department faculty shall recommend three names to the President by April 15th; should none of the names submitted be satisfactory, three more names will be recommended. Should none of these names be satisfactory, an appointment will be made from the remaining faculty by May 1st. Department Chairs will be subject to recall at the end of each academic year by two-thirds (2/3) vote of the full-time faculty of the academic department, or by the administration, based on evaluation outcomes.

(6) Eligibility: In order to be eligible for the position of Department Chair, a faculty member must be tenured. However, when this criterion cannot be met within a department, a recommended list of names must still be submitted to the President for appointment.

(7) Term of Office: Department Chairs shall serve no more than two 3-year terms. Department Chairs shall be appointed by the President by May 1st to take office at the end of the academic year. Department Chairs will serve an Academic year; however, chairs will be responsible for sixty (60) additional hours in the calendar year, as scheduled by the President or his/her designee, to fulfill their duties and responsibilities. It is understood that Department Chairs shall be available five days a week during the academic year and for not less than one office hour per day.

(8) Duties and Responsibilities: The Department Chair shall be the departmental spokesperson acting as liaison between the department and the Assistant Academic Deans/Associate Vice Presidents, and shall be an ex-officio member of all committees.

Responsibilities include the day-to-day operation of the department including:

- Planning, coordinating, and supervising all administrative and academic functions within the department
- Student Advisement
- Scheduling
- Student registration
- Evaluation of transfer credit
- Graduation and graduation certification
- Curriculum, program planning, development, and review

- Conducting departmental meetings
- Signing departmental time sheets for all full-time and part-time faculty and staff
- Coordinating day and evening courses offered by the department

- (9) Supervision: The Department Chair supervises the activities of faculty, non-teaching technical professionals (NTPs), and the secretary to the department. They shall be responsible for the faculty fulfilling their contractual obligations and will engage in the evaluation process with regard to personnel decisions such as faculty reappointment, tenure, and promotion.

Disciplinary procedures must be administrative in nature. They may be initiated by Department Chairs by submitting a written request to the appropriate Assistant Academic Dean/Associate Vice President.

- (10) Evaluation: Department Chairs shall be evaluated by both administration and the departmental faculty at the end of each academic year.
- (11) Overload Teaching - Department Chairs and Assistant Department Chairs may teach one day overload course per semester and another which is partly on load and partly overload. These hours may be paid at the current overload rate, deferred or banked.
- (12) Other duties - Department Chairs and Assistant Department Chairs shall at the beginning of each semester establish a written time schedule amounting to their reduced load for their Chair/Assistant Chair responsibilities. The schedules submitted will be subject to review by both the individual's department and the Assistant Academic Dean. These hours are in addition to the office hours provided in Article 37 (5).
- (13) Department chairs shall participate without additional compensation in such college activities as Governance (Committee/Task Forces), Graduation, Advisement, or any other activities during the calendar year as assigned by the Administration of the College up to 40 hours. Participation will be in a minimum of four (4) hour increments for all activities outside the Academic year. Scheduling of the 40 hours will be accounted for and pre-approved by the Assistant Academic Dean. The practice of department chairs teaching one day overload course will continue through this contract.
- (14) No Retrenchment Clause – The College agrees that, during the life of this agreement, there will be no reduction in staff, due to any changes in the allocation of reduced load. The College will provide all adversely affected members with an alternative assignment to complement their full load. This alternative assignment may consist of, but is not limited to, the following: (where qualified) the assignment of courses in other disciplines, administrative assignments, (e.g., curriculum development, advisement activities, lab activities and research), and retraining.

ARTICLE 10 ACADEMIC UNIT ASSIGNMENT OF COURSES

All new Erie Community College course offerings shall be assigned to an academic unit. Course offerings for which no category can be defined shall be assigned to the Academic Unit of General Studies. The College President shall meet with the Federation President and discuss such new course offering prior to their implementation by the College. It is further agreed that prior to their implementation changes in any existing course offerings will be discussed upon demand by the President of the Federation to the President of the College who shall make the final determination.

Courses Outside the Academic Year: All courses outside the academic year shall be under the jurisdiction of the appropriate academic unit.

ARTICLE 11 ACADEMIC UNIT ASSIGNMENT

For purposes of appointment, reappointment, promotion, and grievance, all members of the bargaining unit will be assigned to an academic unit. The Learning Resource Center (Library/Media Center) and Counseling Center are considered "Academic Units" of the College within the meaning of this section.

ARTICLE 12 CLASS SIZE

- (1) A course section is defined as a class with a maximum of thirty-two (32) students. For the purpose of assigning credit, section size will be based on the official list issued by the Director of Registration at the beginning of the third week of the class. See exceptions (3), (4) and (5) (below) where smaller classes are mandated.
- (2) In academic unit labs or shops where no definable workstations exist or where equipment or space is inadequate to meet the requirements of the course, accrediting agencies, or safety standards, the maximum number of students per section will be recommended by the academic unit and approved by the President of the College or his designee.
- (3) Students in developmental courses will not exceed 25 in a section.
- (4) Students in Telecourse courses will not exceed 25 in a section.
- (5) Students in Public Speaking – EN410 will not exceed 25 in a section.
- (6) Students in Online courses will not exceed 25 in a section.

ARTICLE 13 COMMITMENT TO OPEN-DOOR POLICY

The College is committed to an "open door" policy such that any person may be admitted who has a high school diploma or its equivalent and is certified by an academic unit as being able to benefit from the program.

ARTICLE 14 FACULTY GOVERNANCE RESPONSIBILITIES

As professionals, the Faculty of each academic unit are responsible for the operation of the academic unit. Scheduling, appointments, evaluation, counseling, advisement, curriculum development, professional development, budget proposals and the day-to-day operation of the academic unit are to be included in these responsibilities.

ARTICLE 15 FACULTY GOVERNANCE COMMITTEES

The Faculty shall have the opportunity to participate in the formulation of policy in relation to academic affairs through the committees of the Faculty as established and created by the collective bargaining agreement. The composition, including assignment of individual faculty, procedure, scope and responsibilities, etc. of these committees, shall be specified by the College President or his/her designee unless otherwise provided in this article. These committees may deal with such areas as appointment, scheduling and class assignments, leaves and curriculum. Although the functions of such committees are advisory in nature, the parties mutually recognize their importance. Participation by assigned, appointed, or elected Faculty is voluntary, except as noted in this article. The recommendations of the committees shall be presented in the form of resolutions to the President of the College by the President of the Federation. It is agreed that should the Faculty Committees fail to adhere to the time limits in this Agreement the President of the College is released from his/her obligations in this Agreement and may proceed with his/her responsibilities concerning that committee.

ARTICLE 16 CONTACT HOURS

- (1) Generally, one contact hour is equivalent to fifteen (15) hours of instruction.
- (2) Single Section. As a basis for computing teaching load, a Faculty member will receive one contact hour of credit for each section taught during a regularly scheduled 50-minute period of instruction, except for combined sections as specified in Paragraph (3) (below). This provision applies to all sections met, whether designated as lecture, lab, shop, recitation, or other type of instructional method.
- (3) Team Teaching. The team teaching method of instruction may be employed where deemed appropriate by the Scheduling Committee and the Faculty members comprising the teaching team. Contact hours to be credited toward members' teaching load will be in proportion to the number of contact hours spent in class, as specified in Article 16 (1) and (2) and approved by the President or his/her designee.

- (4) Mini-Courses. Contact hours to be credited for course offerings less than a semester in length shall be prorated.
- (5) Tutorial Lab Supervision. Hours will be credited at the rate of one per contact hour. Hours will be assigned by the unit scheduling committee after the approval of the appropriate Assistant Academic Dean.
- (6) Individualized instruction shall not be authorized and shall not be paid without prior written approval of the Assistant/Academic Dean and the President of the College. Faculty who have received such advanced written approval from the Assistant/Academic Dean and the President of the College, will receive one-half contact hour credit per student per course or \$87.00 per credit hour per student. Should a student, during his/her period of individualized instruction, attend a regularly scheduled class or should such individualized instruction be modified for any reason, the Faculty member shall promptly notify the Assistant/Academic Dean of such changes. Consent of Faculty is required for individualized instructions.

ARTICLE 17 CURRICULUM COMMITTEE

A Curriculum Committee shall be established consisting of eight (8) representatives—four (4) from the Faculty (appointed by the Federation President by October 1st of each year) and four (4) from the College (appointed by the College President by October 1st of each year).

The purpose, objective, service, general duties and responsibilities of its members and the committee's procedures and timetables shall be established by the College. Service on this committee shall be mandatory for those Faculty so selected by the Federation.

ARTICLE 18 FACILITIES/FACULTY OFFICES

- (1) The employer will provide an office for each two (2) full-time Faculty members.
- (2) Within its space and budgetary limitations, the College will attempt to furnish such offices as follows: at least two (2) desks, two (2) desk chairs, two (2) side chairs, two (2) file cabinets or two (2) file cabinets/bookcase combinations, one (1) telephone and necessary electrical outlets.

ARTICLE 19 FACULTY APPOINTMENTS COMMITTEE

- (1) Composition.
 - (a) In September by no later than September 30 of each year, each academic unit, by secret ballot, shall elect two (2) members from each campus to serve on the Appointments Committee within the academic unit. Thus, the Appointments Committee within each academic unit will consist of six (6) members, two (2) from each campus. A listing of such members shall be delivered in writing to the office of the College President by October 10th of each year.
 - (b) The Committee may recommend an appointment to the Distinguished Professor category. (See Definitions, Article 2(I).)
- (2) President's Responsibilities.
President of the College or his designee shall:
 - (a) Be required to give written notice to the President of the Federation of any vacancy in the bargaining unit within five (5) working days of the decision to fill such position.
 - (b) Make available the files of Faculty applications to the Appointments Committee.
 - (c) Receive the Committee recommendation and act upon it within ten (10) working days of its receipt.
- (3) General Considerations
 - (a) All units will follow the appointments procedure as established by the College.
 - (b) It is understood that the Faculty shall have the opportunity to make recommendations for appointments to all vacant positions within an academic unit.
 - (c) The College President shall give prime consideration to the recommended list of the academic unit Appointments Committee prior to making, within his sole discretion, the appointment.

- (d) Faculty members shall be considered to have College-wide appointments.
- (e) The Faculty Federation of Erie Community College shall maintain a Transfer Committee, which shall channel Faculty requests for transfer through the President of the Federation, or his designee, to the College President, no less than thirty (30) calendar days prior to a semester.
- (f) The President's decision concerning such transfers shall be issued to the Transfer Committee, in writing, no later than fifteen (15) calendar days prior to a semester. The President's decision concerning such transfers shall not be arbitrary or capricious and the President shall give his reason for any denial of such transfer to the Faculty Transfer Committee, in writing, at the time of such denial.
 - (1) The term "faculty" as used in this Article, means all members of the bargaining unit – Teaching Faculty, NTPs, and NTPs.
 - (2) When a vacancy occurs, the President of the Faculty Federation of Erie Community College and the appropriate Appointments Committee shall be notified.
 - (3) The Transfer Committee shall forward names of potential transferees to the Appointments Committee.
 - (4) The Appointments committee shall either recommend or not recommend transferee(s) to the President of the College along with other applicants, if any.
 - (5) If the College President does not recommend a transferee for appointment, he shall notify the transferee in accordance with Article 19(3)(f).
 - (6) It is understood that faculty transferring campus to campus within the same academic unit shall continue in accordance with current practice.
 - (7) The faculty member shall be considered as a transferee eligible for tenure after four (4) semesters.
- (4) When all credentials and other qualifications of applicants (including those not employed by the college) are equal and subject to the current affirmative action policy of the college, preferential consideration for new appointments to the rank of full-time faculty shall be given to the most senior part-time faculty member who applies.
- (5) The President shall have the right to appoint up to two (2) persons per year from outside the College at a rank equal to their education as defined in Article 28 of this agreement and full-time college teaching experience of at least seven (7) years for Assistant Professor, at least eleven (11) years for Associate Professor, or at least fourteen (14) years for Professor.

ARTICLE 20 FACULTY APPOINTMENTS

- (1) A full-time appointment is defined as a faculty member who is scheduled to teach more than 24 contact hours per academic year or a non-teaching professional who is scheduled to work more than 20 hours per week. A full-time faculty member shall be defined as one who receives a full-time appointment from the Board of Trustees and who is scheduled to teach more than 24 contact hours per academic year.
- (2) There shall be two classes of full-time teaching appointments as follows:
 - Full-time - Non-tenured
 - Full-time - Tenured
- (A) Full-time faculty shall be covered by the terms and conditions of this collective bargaining agreement as indicated below:

Full-time - Non-tenured - shall be covered by all terms and conditions of the Collective Bargaining Agreement subject to satisfactory evaluation/ reappointment.

Full-time - Tenured - shall be covered by all terms and conditions of the collective bargaining agreement.
- (B) Full-time faculty members shall acquire tenure after completion of four (4) years of continuous full-time service from the date of original appointment. Tenure shall not be acquired or granted until the faculty member actually begins his or her first day of

instruction in the semester following his or her four (4) years of continuous full-time service as required by this contract.

- (C) It is understood that during the first year of full-time employment, the President of the College may, within his or her sole discretion, choose not to reappoint a faculty member. It is further understood that if a faculty member is not reappointed for budgetary reasons, the particular position left vacant cannot be filled by another full-time appointment for a period of at least one year.
- (D) The College will notify those faculty members affected via certified mail by July 1 of the termination for the following Fall semester. The College will notify those faculty members affected via certified mail by November 1 of the termination for the following Spring semester.

- (3) A full-time temporary appointment is defined as a faculty member who is scheduled to teach more than 24 contact hours per academic year or to work more than 20 hours per week. A full-time temporary faculty member shall be defined as one who receives a full-time temporary appointment from the Board of Trustees and who is appointed for not more than one year as a substitute in a position encumbered by another faculty member on an approved leave of absence or who is employed for a grant position for not more than four (4) years. A full-time temporary employee accrues no seniority toward tenure or permanent status except that a full-time temporary employee in a grant position for four (4) consecutive years shall be granted tenure with all rights and privileges of the agreement.

ARTICLE 21 INSTRUCTIONAL PREPARATIONS

- (1) In the interest of quality education, a Faculty member's instructional preparations will be limited to three (3) per semester. In cases where scheduling problems exist within an academic unit, this limit may be exceeded but only with the express written consent of the Faculty member involved.
- (2) Laboratory courses, whether assigned a separate course number or as part of a lecture-lab combination, will be counted as a separate preparation for purposes of this section.
- (3) The combination of numbers of preparations and contact hours for a single academic year shall not exceed 36. This can be waived only by the permission of the instructor.
- (4) Effective September 1, 2006, there will be no additional compensation for those faculty who agree to teach additional preparations beyond the above stated limit.

ARTICLE 22 MISCELLANEOUS WORKING CONDITIONS

- (1) Support Staff. The College recognizes that adequate support staffs (clerks, secretaries, technicians) are necessary for Faculty to perform their responsibilities in an adequate and professional manner, and will therefore, strive to maintain current staffing levels.
- (2) Computer Service. Computer service shall be provided by the College to Faculty members for College-related duties and projects.
- (3) Lounges. Faculty and staff lounges will be available for use from 7 a.m. to 11 p.m.
- (4) Duplicating Services. The College will provide duplicating services for Faculty and will provide sufficient staff and equipment to insure the Faculty requests for duplication and processing of materials for regular classroom use (reprints, tests, worksheets, outlines, and lab instructions).
- (5) Access to Buildings. Faculty shall have access to his classrooms, office, laboratories, and storage areas where he has primary responsibilities. A Faculty member shall have access to his office, classrooms, and laboratories during other than regular working hours. A Faculty member shall contact a Security guard for access to buildings and follow procedures established by the President.

ARTICLE 23 RECORD KEEPING

- (1) Responsibility and accountability for syllabi, classbooks, custody of classbooks, grades, and number and type of examinations are the obligation of the individual Faculty member. Attendance

records are mandatory. Such records must be kept by the Faculty member. One correct copy will be maintained in a permanent file.

- (2) Course descriptions and course outlines will be the responsibility of the academic unit.
- (3) The selection of the textbook(s) for courses will be the prerogative of the individual Faculty member teaching the courses with academic unit approval.

ARTICLE 24 OFF-CAMPUS INSTRUCTION AND SPECIAL PROGRAMS

- (1) The College is committed to providing comprehensive educational services to the community, which may include off-campus or community-based instruction and special programs not permanently offered at existing campuses.
- (2) Full-time Faculty may be required to teach ECC courses off-campus as part of their regular load. The contract provisions relating to hours and class size will apply to off-campus programs.
- (3) Special programs designed to meet current demands but which may be terminated when the need is met may require the employment of part-time Faculty who possess special skills. A recommendation of such an individual shall be made by the appropriate unit appointments committee to the College President or his designee who shall make the final decision.
- (4) The College and Federation agree that the appointments committee must be notified of vacancies in any off-campus teaching program or assignment. However, many of these types of courses require either:
 - (a) a very short availability of recruitment, selection, and appointment time or
 - (b) very special and/or technical skills required for faculty qualified to teach the course or program.
- (5) It is the intent and agreement of the college to immediately, upon receipt of authorization to implement such a course, notify the appropriate appointments committee of such authorization. This notice of authorization shall include any special qualifications, requirements, and/or time restraints and the appointments committee shall promptly act on the notification and promptly forward any recommendations to the President.
- (6) It is further agreed and understood, that if necessary, the College may fill the position for the program prior to the receipt by the President of the recommendations from the appointments committee. Should it be necessary to so fill the position, the appointments committee shall be notified immediately.
- (7) Advanced Studies is the delivering of college courses to high school students utilizing the following methods:
 - (a) A member of the FFECC Faculty teaches the college course to high school students in the high school or through distance learning.
 - (b) High school students attend college classes on one of ECC's three campuses.
 - (c) ECC authorizes a high school teacher to provide college credit-bearing coursework to students in the high school.

The terms and conditions for authorizing a high school teacher to teach college credit-bearing courses are contained in **Appendix E**. It is further understood that for the College to enter into this agreement with a high school, an Academic *Unit* must be willing to participate *in the review of the courses* and that the courses offered will be considered regular load as an alternative to retrenchment.

- (8) Faculty shall be responsible for scheduling at least one (1) office hour per week for each course assigned which may be held at an off-campus location, if appropriate. Expenses incurred for approved mileage, parking, and tolls will be reimbursed by the College. College automobiles, if available, will be used.
- (9) It is agreed and understood that in all cases except in (10) below, the appointments procedure provided for in this contract will be followed even if it occurs after the appointment as provided in this section.
- (10) Off-campus courses/programs, which do not clearly belong to an existing Unit, shall be assigned to the Office of the Dean of Workforce Development.

- (a) A Unit may appeal this decision to the President of the College.
- (b) The salary rate shall be the contact hour rate.
- (c) Off-Campus Courses will be considered regular load as an alternative to retrenchment.

ARTICLE 25 PART-TIME TEACHING ASSIGNMENTS

- (1) Full-Time Faculty
 - (a) During the normal workweek of Monday-Friday and between the hours of 8 a.m. and 3 p.m., day school overload may be taken on a first refusal by seniority offering.
 - (b) Overload courses between the hours of 8 a.m. and 3 p.m. shall be offered equally to all faculty members on a single course basis, by seniority. If any such overload course is not accepted by any faculty members the first time it is offered, such remaining courses shall be offered again, by seniority on a single course basis to all faculty members. This process shall be followed until all faculty members have refused or can no longer accept such overload courses.
 - (c) Any courses that exceed the total day school overload taken by full-time faculty by 15 hours or multiples of 15 hours for two (2) consecutive semesters will require the hiring of a full-time faculty member within budgetary constraints.
 - (d) Full-time faculty will be given first choice of any and all courses offered by the College for which they are qualified to teach and would otherwise be taught by part-time teachers. No faculty member shall be permitted to teach more than three (3) additional courses or ten (10) contact hours beyond their assigned workload. Where two (2) or more faculty have requested the same course, the appropriate Academic Dean shall assign such course, consistent with Article 37 (3)(c).

(2) Retired Faculty Right

Any full-time faculty member who retires after September 1, 1991, from Erie Community College will have the right to teach up to six (6) contact hours per academic semester in any Academic Unit in which they are deemed qualified.

Effective September 1, 2006, full-time faculty members who retire after such date will have this preferential right for a period of five (5) years past their retirement. After this period, continuation of such preference for part-time teaching shall be based upon favorable departmental annual evaluation.

The right of course selection will come after all full-time faculty members have exercised their rights to course selection and before all other part-time faculty. These retired faculty members will be compensated at the current overload/part-time teaching rate.

- (3)
 - (a) Summer Session(s): Faculty members shall not be permitted to teach more than three (3) courses or nine (9) credit hours during any one (1) session, with no more than eighteen (18) credit hours taught during the period between the end of the traditional Spring semester and the start of the Fall semester.
 - (b) Winter Intersession: Faculty members shall not be permitted to teach more than two (2) courses or six (6) credit hours during intersession (the period between the end of the Fall semester and the start of the Spring semester).

Lecture courses and their corresponding lab will be considered one course for the purposes of this article.

ARTICLE 26 PART-TIME APPOINTMENTS

- (1) A part-time employee is one who teaches no more than 24 contact hours per academic year or one who is employed in a non-teaching capacity, performing work, which is normally performed by employees covered by this agreement for less than 20 hours per week.
- (2) A part-time faculty member is one who receives a part-time appointment from the Board of Trustees and who normally is scheduled to teach 24 hours or less in an academic year.

ARTICLE 27 ACADEMIC RANK

All full-time faculty members (excluding the Technical Personnel) shall be assigned one of the following five (5) ranks:

Instructor
Assistant Professor
Associate Professor
Professor
Distinguished Professor

ARTICLE 28 RANK

All references to “appropriate advanced study” shall generally mean college courses taken at the Graduate Degree Level. For coursework other than those at the graduate degree level to be considered as appropriate advanced study, approval must be obtained from the President of the College and the President of the FFECC prior to enrollment in such courses.

(1) Criteria

- (a) **Rank of Instructor.** Baccalaureate degree plus Master’s degree or 30 hours of appropriate advanced study and satisfactory evaluation of professional responsibilities
or
A professional certificate and satisfactory evaluation of professional responsibilities
or
A journeyman status in his/her profession as determined by the application of equivalencies in the individual academic unit and satisfactory evaluation of professional responsibilities.
- (b) **Rank of Assistant Professor.** Baccalaureate degree and 30 hours of appropriate advanced study or Master’s degree, two years of appropriate college teaching experience** (no part-time equivalencies) and satisfactory evaluation of professional responsibilities.
or
Equivalent as determined by the application of equivalencies in the individual academic unit and satisfactory evaluation of profession.
- (c) **Rank of Associate Professor.** Master’s degree and five (5) years of full-time appropriate teaching at the college level (no part-time equivalencies) and satisfactory evaluation of professional responsibilities
or
Baccalaureate degree plus 30 hours of appropriate advanced study plus eight (8) years of full-time appropriate experience at least five (5) of which are full-time teaching at the college level (no part-time equivalencies) and satisfactory evaluation of professional responsibilities.
- (d) **Rank of Full Professor.** Master’s degree plus 20 hours of appropriate advanced study plus seven (7) years of full-time appropriate college teaching experience (no part-time equivalencies) and satisfactory evaluation of professional responsibilities.
or
Master’s degree plus ten (10) years of full-time appropriate college teaching experience (no part-time equivalencies) and satisfactory evaluation of professional responsibilities.

* Professional responsibilities are to be evaluated by the Evaluation Committees.

** For Librarian, “appropriate library experience” shall be substituted for “appropriate teaching experience.”

*** For Counselors, “appropriate counseling experience” shall be substituted for “appropriate teaching experience.”

**** For Coordinator of Audio Visual, “appropriate audio visual experience” shall be substituted for “appropriate teaching experience.”

Note: Police Training rank advancement addressed in Appendix. F

(2) Rank Equivalencies.

- (a) Equivalency of experience and significant professional achievement in lieu of the baccalaureate (128 semester credit hours) or additional semester credit hours for the ranks of Instructor and Assistant Professor only.
- (b) **Applicable Work Experience.** Each year of full-time experience is equivalent to five (5) semester credit hours.
- (c) **Applicable Non-College Teaching.** Each year of full-time experience is equivalent to five (5) semester credit hours.
- (d) **Applicable College Teaching.** Each year of full-time experience is equivalent to six (6) semester credit hours. Every five (5) part-time contact hours is equivalent to one semester credit hour.
- (e) **Journeyman Certification.** The typical journeyman certification eligibility program requires four (4) years of full-time progressive on-the-job training plus four (4) years of concurrent formal scholastic training at the rate of thirty-six (36) weeks per year with four (4) hours of class work per week and six (6) hours of outside preparation per week...each year of required full-time preparation (2,000 hours on the job plus 360 total related) is equivalent to thirteen (13) semester undergraduate credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours.
- (f) **Professional Licensure.** The typical professional licensure eligibility program requires two (2) years of formal scholastic training at the rate of thirty (30) weeks per year with eighteen (18) or twenty-two (22) hours of class work per week and twenty-six (26) to thirty (30) hours of outside preparation per week...or 1,440 hours of professionally supervised laboratory and/or clinical work experience...each year of required full-time preparation (1,440 hours total) is equivalent to thirty-two (32) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours.
- (g) **Professional Certification.** The typical professional certification eligibility program required two (2) years of formal scholastic training at the rate of thirty (30) weeks per year with eighteen (18) to twenty-two (22) hours of class work per week and twenty-six (26) to thirty (30) hours of outside preparation per week...or 1,440 hours of professionally supervised laboratory and/or clinical work experience...each year of required full-time preparation (1,440 hours total) is equivalent to thirty-two (32) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours.
- (h) **Professional Engineering Licensure.** The typical engineering licensure eligibility program requires the baccalaureate in engineering plus four (4) years of applicable work experience...or twelve (12) years of applicable work experience plus intensive and extensive self study...the professional engineering licensure received after the baccalaureate is equivalent to twenty (20) additional graduate-level semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours...the professional engineering licensure received without the baccalaureate is equivalent to ninety-six (96) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours (the first 36 credit hours earned before the licensure may not be counted as additional semester credit hours...semester credit hours earned after the licensure may be counted as additional semester credit hours).
- (i) **Professional Architectural Licensure.** The typical professional architectural licensure eligibility program required the baccalaureate in architecture plus four (4) years of applicable work experience...or twelve (12) years of applicable work experience plus intensive--extensive self study...the professional architectural licensure received after the baccalaureate is equivalent to twenty (20) additional graduate-level semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours...the professional architectural licensure received without the baccalaureate is equivalent to ninety-six (96) semester credit hours and each year of subsequent full-time practice is equivalent to five (5) semester credit hours (the first 36 semester credit hours earned before the licensure may not be counted as additional credit hours earned before the licensure many not be counted as additional semester credit hours...semester credit hours earned after the licensure may be counted as additional semester credit hours).

ARTICLE 29 RANK ADVANCEMENT

- (1) Each September 1st all ranked faculty who have served one (1) year at the top step of their job group or presently receive longevity pay and who meet minimum rank criteria and have been satisfactorily evaluated shall be advanced to the next higher rank and Job Group.
- (2) Each faculty member desiring rank advancement shall submit to the Director of Human Resources and the President of the Federation by March 1st preceding the September 1st day, the following information:
 - (a) Name
 - (b) Present Rank
 - (c) Current step ____ in Job Group ____ for one year or more
 - (d) Advanced to ____ rank
 - (e) Step within new Job Group
 - (f) Statement of eligibility
 - (g) Evidence of eligibility (supporting documentation, including official transcripts)
 - (h) Signature of faculty member
 - (i) Date signature affixed
- (3) The Director of Human Resources shall notify the individual, in writing, of the status of the faculty member's advancement no later than May 1st. Such eligible ranked faculty members so advanced will be assigned to the step in the new Job Group as follows:

| JOB GROUP/STEP | FROM | JOB GROUP/STEP | TO |
|--|-------|--|-------|
| TECH. ASS'T/ASS'T CHILD CARE TEACHER | 6-8 | SR. TECH ASS'T/ASS'T CHILD CARE TEACHER | 9-4 |
| TECH. ASS'T/ASS'T CHILD CARE TEACHER | 6-LA | SR. TECH ASS'T/ASS'T CHILD CARE TEACHER | 9-4 |
| TECH. ASS'T/ASS'T CHILD CARE TEACHER | 6-LB | SR. TECH ASS'T/ASS'T CHILD CARE TEACHER | 9-5 |
| TECH. ASS'T/ASS'T CHILD CARE TEACHER | 6-LC | SR. TECH ASS'T/ASS'T CHILD CARE TEACHER | 9-5 |
| INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN | 9-7 | ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-4 |
| INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN | 9-8 | ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-5 |
| INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN | 9-LA | ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-5 |
| INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN | 9-LB | ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-6 |
| INSTRUCTOR/COLLEGE LIBRARIAN / COLLEGE SYSTEMS LIBRARIAN | 9-LC | ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-6 |
| ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-7 | ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-4 |
| ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-8 | ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-4 |
| ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-LA | ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-5 |
| ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-LB | ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-5 |
| ASS'T PROFESSOR/SR. COLLEGE LIBRARIAN/ SR. COLLEGE SYSTEMS LIBRARIAN | 11-LC | ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-6 |
| ASSOC. PROFESSOR PRINCIPAL COLLEGE LIBRARIAN | 13-6 | PROFESSOR | 14-4 |
| ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-7 | PROFESSOR | 14-5 |
| ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-LA | PROFESSOR | 14-LA |
| ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS | 13-LB | PROFESSOR | 14-LB |

| | | | |
|--|-------|---------------------|-------|
| LIBRARIAN | | | |
| ASSOC. PROFESSOR/PRINCIPAL COLLEGE LIBRARIAN/PRINCIPAL COLLEGE SYSTEMS LIBRARIAN | 13-LC | PROFESSOR | 14-LC |
| | | | |
| COUNSELOR | 11-7 | SENIOR COUNSELOR | 13-4 |
| COUNSELOR | 11-8 | SENIOR COUNSELOR | 13-5 |
| COUNSELOR | 11-LA | SENIOR COUNSELOR | 13-5 |
| COUNSELOR | 11-LB | SENIOR COUNSELOR | 13-6 |
| COUNSELOR | 11-LC | SENIOR COUNSELOR | 13-6 |
| SENIOR COUNSELOR | 13-6 | PRINCIPAL COUNSELOR | 14-4 |
| SENIOR COUNSELOR | 13-7 | PRINCIPAL COUNSELOR | 14-5 |
| SENIOR COUNSELOR | 13-LA | PRINCIPAL COUNSELOR | 14-LA |
| SENIOR COUNSELOR | 13-LB | PRINCIPAL COUNSELOR | 14-LB |
| SENIOR COUNSELOR | 13-LC | PRINCIPAL COUNSELOR | 14-LC |

- (4) Assistant Child Care Teachers and Technical Assistants will be eligible for rank advancement to Job Group 9 after completing the either: (1) the current Step VIII and earning a BS or BA degree or (2) after completing ten (10) years in Job Group 6.
- (5) Senior Technical Assistants and Electronic Technicians will be eligible for rank advancement to Job Group 11 after completing the current Step VIII and earning a Bachelors degree or 150 college credits.
- (6) Effective September 1, 2008, all FFECC ranks will receive a fourth increment (Longevity Step D) after completion of three (3) continuous years of service of Longevity C.

| JOB GROUP/STEP | FROM | JOB GROUP/STEP | TO |
|------------------------------------|-------|---------------------------------------|------|
| | | | |
| EFFECTIVE 9/1/07: | | | |
| | | | |
| COORDINATOR OF AUDIO VISUAL | 9-7 | SENIOR COORDINATOR OF AUDIO VISUAL | 11-4 |
| COORDINATOR OF AUDIO VISUAL | 9-8 | SENIOR COORDINATOR OF AUDIO VISUAL | 11-5 |
| COORDINATOR OF AUDIO VISUAL | 9-LA | SENIOR COORDINATOR OF AUDIO VISUAL | 11-5 |
| COORDINATOR OF AUDIO VISUAL | 9-LB | SENIOR COORDINATOR OF AUDIO VISUAL | 11-6 |
| COORDINATOR OF AUDIO VISUAL | 9-LC | SENIOR COORDINATOR OF AUDIO VISUAL | 11-6 |
| | | | |
| SENIOR COORDINATOR OF AUDIO VISUAL | 11-7 | PRINCIPAL COORDINATOR OF AUDIO VISUAL | 13-4 |
| SENIOR COORDINATOR OF AUDIO VISUAL | 11-8 | PRINCIPAL COORDINATOR OF AUDIO VISUAL | 13-5 |
| SENIOR COORDINATOR OF AUDIO VISUAL | 11-LA | PRINCIPAL COORDINATOR OF AUDIO VISUAL | 13-5 |
| SENIOR COORDINATOR OF AUDIO VISUAL | 11-LB | PRINCIPAL COORDINATOR OF AUDIO VISUAL | 13-6 |
| SENIOR COORDINATOR OF AUDIO VISUAL | 11-LC | PRINCIPAL COORDINATOR OF AUDIO VISUAL | 13-6 |

| | | | |
|-----------------------------|------|---|------|
| | | | |
| EFFECTIVE 9/1/08: | | | |
| | | | |
| SR TECH ASS'T/SR ELECT TECH | 9-8 | MASTER TECH ASS'T/MASTER ELECT TECH/PRINC | 11-5 |
| SR TECH ASS'T/SR ELECT TECH | 9-LA | MASTER TECH ASS'T/MASTER ELECT TECH/PRINC | 11-5 |
| SR TECH ASS'T/SR ELECT TECH | 9-LB | MASTER TECH ASS'T/MASTER ELECT TECH/PRINC | 11-6 |
| SR TECH ASS'T/SR ELECT TECH | 9-LC | MASTER TECH ASS'T/MASTER ELECT TECH/PRINC | 11-6 |

Effective January 1, 2007, a new academic unit will be created covering the job title of NTP (Coordinator of Audio Visual). This academic unit will be solely for the purpose of seniority. Seniority is the most recent entry into the academic unit.

ARTICLE 30 REAPPOINTMENTS

(1) Reappointments Committee - Academic Unit

- (a) By September 30 of each year, each academic unit, by secret ballot, shall elect four (4) faculty members, with at least one (1) member from each campus where the academic unit exists, to serve as the Faculty Reappointments Committee for purposes of reappointments. A listing of such members shall be delivered in writing to the office of the College President by October 10th of each year.
- (b) By November 15, this committee will review the qualification and performance as determined through the evaluation procedure established by Article 64 of all members (full and part time) of the academic unit who are eligible for reappointment and shall make its recommendations on those faculty members who are not recommended for reappointment to the College Reappointments Committee and the President of the Federation. Faculty members not recommended for reappointment shall be advised in writing by the Federation President. Copies of such notice shall be simultaneously sent to the office of the College President.
- (c) Recommendations for non-appointment shall be documented by records of unit consultations, reports of classroom visitations by members of the committee and written student input as may be required by the College.

(2) College Reappointments Committee.

- (a) By October 15 of each year, the Faculty shall elect seven (7) representatives to the College Reappointments Committee consisting of at least two (2) members from each campus. Members of this committee must have tenure. Four (4) of these members shall be elected to one (1) year terms; the other three (3) shall be elected to two (2) year terms, with one of these three (3) members from each campus. A listing of such members shall be delivered in writing to the office of the College President by October 25th of each year.
- (b) The terms of office shall be two (2) years with the terms staggered so that at each annual election, three (3) or four (4) new members shall be elected.
- (c) Vacancies will be filled by election.

(3) Procedures for College Reappointments.

- (a) No later than December 1, the academic unit Appointments Committee shall submit recommendations with written supporting documentation of qualifications and performance from each of the areas listed in Article 30 (1)(c) for reappointment from committees. The College Reappointments Committee shall review the above material and forward its recommendations to the President of the Faculty Federation of Erie Community College who will forward all recommendations to the President of the College by December 15 of each year.
- (b) The President after giving full consideration to all recommendations of the College Reappointments Committee shall make his/her recommendations to the Board of Trustees.

ARTICLE 31 VACANCIES

The FFECC shall be informed through the inter-campus mail system of all vacancies at the College at least twenty (20) days prior to filling the position to permit qualified Faculty the opportunity to apply.

ARTICLE 32 RETRENCHMENT and RECALL

Faculty shall mean the members of the bargaining unit (faculty appointment/non-teaching professions/non-teaching technical professional appointment).

(1) Retrenchment - Teaching Faculty

- (a) Notice: In instances where the Employer determines a reduction in Faculty is required, the College will give those Faculty members thus affected and the FFECC written notice, thereof, by certified mail thirty (30) days prior to the date of retrenchment.

The College President shall consult with the Federation President regarding possible alternatives to Faculty lay-offs. The College will make every effort to transfer full-time faculty to an available position. It is understood that full-time Faculty shall not be retrenched and replaced with part-time teachers.

- (b) Seniority: Seniority for the purposes of retrenchment is defined as the date of most recent entry into an Academic Unit for full-time Faculty. However, when retrenchment occurs in Academic Units when employees have the same retrenchment seniority, the definition for seniority contained in Article 2(J) shall control.
- (c) Procedure: The least senior Faculty member within the academic unit whose Faculty is being reduced shall be retrenched first. If such retrenched Faculty member is not in the academic department within which the College determines reduction is required, he/she shall be replaced from the Faculty members who are qualified to teach the same courses and are in the academic department where the reduction is so required, as follows:

- (1) The most senior qualified Faculty member who elects to so transfer.
- (2) If no qualified Faculty member so elects, the least senior qualified Faculty member shall be transferred.

(2) Recall – Teaching Faculty

- (a) Recall List: Tenured retrenched faculty appointment shall be placed on a recall list for six (6) years (non-tenured - three (3) years) from the date of retrenchment. Permanent non-teaching technical professional appointment shall be placed on a recall list for six (6) years (probationary - three (3) years) from the date of retrenchment. If such Faculty are competitive class employees, their inclusion into the bargaining unit shall be negotiated.
- (b) Procedure: If a vacancy occurs which the Employer wishes to fill, retrenched Faculty who held at the time of their retrenchment a position in the same academic unit and the same or higher rank as the vacancy to be filled, and who appear on the recall list, shall have the right to be recalled to said position in order of greatest seniority. Faculty who are so recalled shall be placed, if they so desire, at the rank (job group) assigned to such vacancy but at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure. If retrenched Faculty do not desire said vacant position, they will continue their position and rights on the recall list until a satisfactory position becomes available.

If such recall is to a lower rank position (job group) each Faculty member shall continue to be eligible for recall to a permanent vacancy in the same academic unit and rank he/she held at the time of his/her retrenchment if he/she is qualified to teach the courses assigned to such vacancy. Faculty who are so recalled shall be placed at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure/permanent appointment.

(3) **Retrenchment – Non-Teaching Professionals**

- (a) Notice: In instances where the Employer determines a reduction in Non-Teaching Professionals is required, the College will give those Non-Teaching Professional members thus affected and the FFECC written notice, thereof, by certified mail thirty (30) days prior to the date of retrenchment.

The College President shall consult with the Federation President regarding possible alternatives to Non-Teaching Professional lay-offs. The College will make every effort to transfer full-time Non-Teaching Professionals to an available position. It is understood that full-time Non-Teaching Professionals shall not be retrenched and replaced with part-time Non-Teaching Professionals.

- (b) Seniority: Seniority for the purposes of retrenchment is defined as the date of most recent entry into an Academic Unit for full-time Faculty. However, when retrenchment occurs in Academic Units when employees have the same retrenchment seniority, the definition for seniority contained in Article 2(J) shall control.
- (c) Procedure: The least senior Non-Teaching Professional member within the academic unit whose Faculty is being reduced shall be retrenched first. If such retrenched Non-Teaching Professionals member is not in the academic department within which the College determines reduction is required, he/she shall be replaced from the Non-Teaching Professional members who are qualified to perform the duties of the position and are in the academic department where the reduction is so required, as follows:
- (1) The most senior qualified Non-Teaching Professional member who elects to so transfer.
 - (2) If no qualified Non-Teaching Professional member so elects, the least senior qualified Non-Teaching Professionals member shall be transferred.

The Academic Units of ICD/AV (Instructional Communication Department/Audio-Visual) are solely for the purposes of lay-off and recall and shall not constitute an academic unit within the meaning of Article 2 or Article 11.

(4) **Recall – Non-Teaching Professionals**

- (a) Recall List: Tenured retrenched Non-Teaching Professionals shall be placed on a recall list for six (6) years (non-tenured - three (3) years) from the date of retrenchment.
- (b) Procedure: If a vacancy occurs which the Employer wishes to fill, retrenched Non-Teaching Professionals who held at the time of their retrenchment a position in the same academic unit and the same or higher rank as the vacancy to be filled, and who appear on the recall list, shall have the right to be recalled to said position in order of greatest seniority. Non-Teaching Professionals who are so recalled shall be placed, if they so desire, at the rank (job group) assigned to such vacancy but at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure. If retrenched Non-Teaching Professionals do not desire said vacant position they will continue their position and rights on the recall list until a satisfactory position becomes available.

If such recall is to a lower rank position (job group) each Non-Teaching Professional shall continue to be eligible for recall to a permanent vacancy in the same academic unit and rank he/she held at the time of his/her retrenchment if he/she is qualified to perform the duties assigned to such vacancy. Non-Teaching Professionals who are so recalled shall be placed at the same salary step (increment) they would have enjoyed at the time of retrenchment and shall retain tenure/permanent appointment.

(5) **Retrenchment – Non-Teaching Technical Professionals**

- (a) Notice: In instances where the Employer determines a reduction in Non-Teaching Technical Professionals is required, the College will give those Non-Teaching Technical Professional members thus affected and the FFECC written notice, thereof, by certified mail thirty (30) days prior to the date of retrenchment.

The College President shall consult with the Federation President regarding possible alternatives to Non-Teaching Technical Professional lay-offs. The College will make every effort to transfer full-time Non-Teaching Technical Professionals to an available position. It is understood that full-time Non-Teaching Technical Professionals shall not be retrenched and replaced with part-time Non-Teaching Technical Professionals.

- (b) Seniority: Seniority for the purposes of retrenchment is defined as the date of most recent entry into the Academic Unit of Non-Teaching Technical Professionals. However, when employees have the same retrenchment seniority, the definition shall be the years of service with in the bargaining unit regardless of whether such service is continuous or discontinuous.

The academic unit of Non-Teaching Technical Professionals is solely for the purposes of lay-off and recall shall not constitute an academic unit within the meaning of Article 2 or Article 1.

- (c) Procedure: Upon determination that a reduction must occur the President of the College or his designee, shall meet with the Federation President or his designee and identify the position title that is being eliminated. If more than one employee holds the position title to be eliminated, the least senior employee holding such position title shall be retrenched. Upon determination that a reduction must occur, the President of the College or his designee shall meet with the Federation President or his designee to review the qualifications of the Non-Teaching Technical Professional who is being retrenched. The retrenched employee's qualifications shall then be compared to the position of the least senior Non-Teaching Technical Professionals college-wide. If the retrenched Non-Teaching Technical Professional possess the minimum qualifications necessary to occupy the position of that employee, the retrenched employee shall displace the less senior employee if the retrenched employee does not possess the minimum qualifications of the least senior Non-Teaching Technical Professional position, then the above process shall be continue up the seniority list until either (a) a position is found that the retrenched employee has the minimum qualifications to fill, or (b) the retrenched employee's no longer has seniority rights to exercise.

For the purposes of retrenchment of Non-Teaching Technical Professionals, the qualifications of the position shall be the minimum qualifications for that position as agreed by the College President and the Federation President. These minimum qualifications shall be for the sole purpose of retrenchment, displacement, and recall for Non-Teaching Technical Professionals and the College retains the right to set qualifications for the hiring of new Non-Teaching Technical Professionals.

It is further understood that this agreement will not and does not affect the College's or County's right under the agreement and civil service law to determine qualifications for positions at the College.

(6) **Recall – Non Teaching Technical Professionals**

- (a) Recall List: Non-Teaching Technical Professionals shall be placed on a recall list for six (6) years (probationary - three (3) years) from the date of retrenchment.
- (b) Procedure: If a vacancy occurs, which the Employer wishes to fill, the President or his/her designee and the President of the Federation or his/her designee shall review the qualifications of the most senior Non-Teaching Technical Professional who is on layoff. If such Non-Teaching Technical Professional meets the minimum requirements described in (c) above, the Non-Teaching Technical Professional shall be recalled to the vacant position. If none of the Non-Teaching Technical Professionals on layoff meets the minimum qualifications of the vacancy, the College may hire from outside the College. If any recalled Non-Teaching Technical Professional does not desire to be recalled to a vacant position, they will retain their position and rights on the recall list until a satisfactory position becomes available or the placement on the recall list expires.

ARTICLE 33 SCHEDULING COMMITTEE

- (1) Each academic department shall determine the constituency of its scheduling committee(s), to be elected by September 30th of each year. A listing of such members shall be delivered in writing to the office of the appropriate College Vice-President by October 15th of each year.
- (2) By May 15 for the Fall Semester and November 15 for the Spring Semester, each Scheduling Committee shall recommend to the appropriate College Vice President or designee, after consultation with its own and other academic units, all courses to be offered and the specific individual Faculty schedules. Such recommendations shall allow first choice of courses and sections based on seniority within a campus department, provided they meet the requirements of the academic discipline. The College President or designee shall set the final schedules within his/her sole discretion.

ARTICLE 34 SEARCH COMMITTEES

- (1) When administrative vacancies occur, the President of the College will notify the President of the Federation.
- (2) The President of the College may request that a Search Committee be formed to assist in the screening process.
- (3) The composition of the Committee shall include Faculty members selected by the President of the Faculty Federation.
- (4) Upon determining the best qualified applicant, the Committee will transmit its recommendations to the College President, who will then take action on the appointment.

ARTICLE 35 SUPPLIES

The College shall attempt within its budgetary limitations to provide supplies and audio-visual equipment for Faculty use so that they can perform their responsibilities in an adequate and professional manner.

ARTICLE 36 TEACHING LOAD

Except for catering, musical activities, supervision of out-clinic students, coaching and special recreational programs such as camping, the following statements define the full-time teaching and work loads.

- (1) The normal workload shall be thirty (30) contact hours required per academic year (not to exceed eighteen (18) contact hours per semester) except as otherwise specifically provided herein. The college may add courses, laboratories, or other professional assignments to bring a faculty member's workload up to thirty (30) contact hours. Faculty may not be assigned teaching loads in excess of thirty (30) hours.
- (2) Faculty members who volunteer to work in excess of the normal workload and are assigned will be compensated at the contact hour rate.
- (3) Any Faculty member who volunteers and is assigned to teach in excess of the normal workload shall not be allowed to teach more than three (3) courses or ten (10) contact hours in any semester.
- (4) **LARGE LECTURE INSTRUCTION** - Faculty or administration may wish to form combined sections for instructional purposes. This may be done only with the agreement of the Faculty member, expressed in a written memo of agreement. A Faculty member teaching a combined section class will receive one contact hour credit for the first section of a given course and one-half contact hour credit for each additional section or fraction contained thereof.
- (5) Effective September 1, 2006, compensation for Large Lecture/Combined Sections will be made when the class capacity has been exceeded by more than 3 students after the 1st day of the 4th week.

Administration may not increase the course enrollment beyond the expressly stated contractual class maximum without the express written permission of the instructor prior to the submission of course schedules.

(6) DISTANCE LEARNING – MODE OF INSTRUCTIONAL DELIVERY.

- (a) Distance Learning is the delivery of instructional opportunities to any location other than where the instructor is physically present and such delivery occurs through any video, audio, computer, multi-media or any combination of these in other than a traditional delivery method where the instructor is in direct physical proximity to the student. The parties recognize that distance learning is a vital component of the college curriculum and necessary for continued leadership in higher education. Therefore, the parties encourage endeavors in creating, developing, and delivering distance learning courses.

(b) Definitions - Modes of Teaching

Seated Courses: In a seated course, regular on-campus class attendance is required for the full 50-minutes per contact hour, per week, for the entire semester and is not a distance learning course.

Online Course: In an online course, students access the majority of the course material, participate in course activities, and interact with other students and the instructor over the Internet. Faculty determines the online course material, create and administer assessments and activities, define the schedule for those activities, and assist students in their work with the course content. On-campus meetings other than the student orientation meeting at the beginning of the semester may be scheduled at the discretion of the instructor. This is the only mode of instruction eligible for the compensation provided in Article 68(10).

Hybrid Course: Effective up to Spring 2008, the definition for Hybrid Course is: In a hybrid course, a portion of the course is conducted as an online course and a portion is conducted as a regular seated class. Because some of the course is occurring online, the class meets for less than the usual 50 minutes per contact hour per week, depending on the proportion of the course allocated to online and seated components. This proportion is determined by the instructor. The proportion should be defined when the course is submitted to the department scheduling committee for room scheduling purposes as well as student schedules.

Hybrid Course: Effective Spring 2008, the definition for Hybrid Course shall be: In a hybrid course, a portion of the course is conducted as an online course and a portion is conducted as a regular seated class. The class meets on campus for at least 40 percent of the usual 50 minutes per contact hour per week. On-campus meetings will be defined when the course is submitted to the department scheduling committee for room scheduling purposes as well as student schedules. Hybrid courses are considered seated courses.

Web-Assisted Course: A web-assisted course is a regularly scheduled seated course, meeting the full 50 minutes per contact hour per week, but using online materials and activities to supplement the classroom work. The extent and type of online content is determined by the instructor.

Telecourse: In a telecourse, students use a set of video media as a substitute for the traditional class lecture. Faculty determines course material (in addition to the videotapes), create and administer assessments and activities, define the schedule for those activities, and assist students in their work with the course content. On-campus meetings other than the student orientation meeting at the beginning of the semester may be scheduled at the discretion of the instructor.

- (c) Faculty shall be assigned to distance learning courses in accordance with Articles 33, 36, and 37. These courses will be included in the course schedule booklet in the usual manner as specified in Articles 33, 36, and 37. A faculty member must teach at least two seated courses in their regular load. A full-time member of a unit may select one additional distance learning course as overload. This additional selection will be based on seniority providing that there has been an equitable distribution of distance learning courses within the unit to the remaining full-time faculty members.

(d) **Faculty**

Effective Date: January 1, 2008

(1) **Full-Time Faculty:** To provide quality distance learning opportunities to our students, a first-time Distance Learning teaching process has been developed to recruit faculty and improve implementation for faculty teaching in this format. There shall be a one-time additional compensation for learning the approved College platform at the current rate of three (3) contact hours. This shall only occur during the first time a faculty member teaches an online course. All DL faculty shall be compensated at the current overload rate. Annually, the College will provide Distance Learning faculty an opportunity during the summer for an optional professional development session at the College. This optional training session could include but is not limited to distance learning best practices, innovations, and technology updates.

(2) **Retired Faculty:** Retired faculty may request teaching assignments in the (online) Distance Learning format within their former Unit. Retiree selection of the online (DL) formatted courses will occur only after all (DL) qualified full-time members within the Unit have exercised his/her rights to the selection of courses in the online (DL) format within the Unit. Retired faculty members will be compensated at the current overload rate along with any other associated compensation approved for Distance Learning.

(3) **Part-time Faculty:** Part-time faculty may only be utilized to teach an online (DL) course where the Unit has approved the need and all DL qualified full-time members within the Unit have exercised their rights to the selection of courses within the Unit. An approved part-time faculty member may only teach one (1) DL course per semester as part of their teaching load. Part-time faculty members will be compensated at the current overload rate for the course approved for distance learning along with a one-time payment of one and one-half (1 ½) contact hours for learning the appropriate Distance Learning platform prior to teaching a course for the first time.

- (e) **Distance Learning Steering Committee:** The DL Steering Committee will be composed of eight representatives – four from the faculty and four from the College. The College representatives will be appointed by the College President and will consist of 1) one member from one of the following: Director of Communications, the Network Support Specialist, or the Network Administrator for the on-line program, 2) the Director of the Center for Alternative Course Delivery, 3) two senior executive staff members. The Faculty Federation President will appoint the faculty representatives – all four must be tenured faculty who teach in the Distance Learning Program. The NTTP assigned to the DL Program will serve as an ex-officio member of the Committee.
- (f) **Online Platform:** Students must log into the entry portal, which is the agreed upon approved College platform as recommended by the DL Steering Committee. Every time students enter their course site, they must go through the entry portal. Any platform and materials used by the faculty must be ADA compliant (according to Federal Reg. 585).
- (g) Courses taught as Topics course, e.g. PS 998, are subject to the College's Topics Course Guidelines.
- (h) An orientation will be required for all online students, at the discretion of the instructor, during the first week of the course.
- (i) Under extenuating circumstances, such as active military service, medical reasons, etc. (not vacations) online courses may be opened two weeks early with instructor approval provided the Administrative service can properly implement an early start.

The College recognizes that distance learning courses will have the needed technical support and resources to run a successful delivery system. Faculty have no responsibility to provide distance learning technology access from their home.

- (7) Online (DL) sections are offered as part of distance learning.
 - (a) To teach an Online section, a faculty member must use an ECC-approved platform for online course delivery as the primary method of instructional delivery and must have participated in training or be deemed trained by the Associate Vice President of Academic Affairs responsible for Distance Learning before offering an online section.
 - (b) Faculty will have the right to teach the online course that he/she prepared and developed for four offerings within a two-year period. They will have the right of first refusal to their online course during that time frame.
 - (c) An online section will be allowed to run and will not be cancelled as long as it meets enrollment requirements.
 - (d) Online sections are included in the course schedule booklet and are subject to all scheduling procedures as addressed in Articles 33, 36, and 37 of the FFECC contract. When two or more

faculty members serve as co-creators, they will alternate or mutually agree upon another arrangement for the right of first refusal.

(8) INTELLECTUAL PROPERTY RIGHTS

- (a) Intellectual Property Rights include copyrights, trademarks, trade names, trade secrets, and patents. The parties acknowledge that the form of intellectual property right which applied to most works of scholarly activity developed at the College is copyright. Copyright protection gives the owner(s) of the copyright in a particular tangible creative work the exclusive right to do, and to authorize others to do, the following:
 - (i) reproduce the work in copies;
 - (ii) prepare derivative works based upon the work;
 - (iii) distribute copies to the public by sale, license, lease, or rental; and
 - (iv) perform or display the work publicly
- (b) The College retains shared rights to specific course materials related to online course development when the College provides additional compensation as outlined in Article 69 (10).
- (c) These materials include, but are not limited to, all orientation documents, teaching aids, course descriptions, course outlines, computer software, equipment utilized, and the sequencing of content modules developed for and used in the first online course offering.
- (d) The College does not have rights to specific assignments or discussion questions and responses unless specifically granted by the instructor in writing.
- (e) It is presumed when the College provides materials, support, and compensation for online course development, the College and the faculty equally share all rights to publication and copyrights. Neither the College nor the Faculty may negotiate for profit the sale of materials that were produced in connection with compensation and materials provided by the College without the written consent of the other party.
- (f) Each creating faculty member owns all copyrights in specific assignments, questions, and responses related to the preparation or teaching of a distance learning course. When two or more faculty members serve as co-creators, they will agree in writing between or among them as to the ownership and use of such copyrighted materials.

(9) GENERAL INTELLECTUAL PROPERTY RIGHTS

Except as provided in Article 36 (8), the creating faculty member or members shall own the intellectual property rights (which include the right to publish for private profit, to negotiate for manufacture and to acquire patent rights) in any traditional works of scholarly activity created by such faculty member. Such works include, but are not limited to, class notes, laboratory manuals, presentations, slides, videos, textbooks, reviews, scripts, workbooks, musical compositions, paintings, and sculptures.

- (10) **Policy Committee:** Within two (2) weeks following the final approval of this Agreement by all Parties, the President of the College and the President of the Faculty Federation shall each appoint two (2) individuals to the existing Distance Learning Steering Committee. The charge of the newly configured Committee will be to formulate a recommended comprehensive policy on Distance Learning within six (6) months from the date of its first meeting. The Committee will forward their results to the President of the College and the President of the Faculty Federation for their mutual written agreement on the final policy before it can be implemented and incorporated into the Agreement.

ARTICLE 37 TEACHING SCHEDULE

- (1) Days. Faculty members may be scheduled to teach five (5) days each week within the limits of the academic calendar. Saturday and/or Sunday assignments shall be arranged only with the written consent of the Faculty member.
- (2) Hours. Teaching assignments shall be between the hours of 7:30 a.m. and 10:30 p.m. with the first twelve (12) full-time hours per semester before 3:00 p.m. No daily schedule will exceed a

seven (7) hour span. A minimum of twelve (12) hours unscheduled will be maintained between the close of the teaching assignment on one day and the beginning of the teaching assignment of the next. Upon the recommendation of the Department's Scheduling Committee and the Faculty member's approval, the first twelve (12) full-time hours per semester do not have to be before 3:00 PM.

- (3) Scheduling. Refer to Governance, Article 33
 - (a) Each Faculty member shall be notified of his course responsibilities at least one week prior to textbook selection date.
 - (b) The Scheduling Committee will recommend all courses to be offered in consultation with other academic units. Faculty will propose courses to be assigned to make up their teaching loads on the basis of seniority, areas of professional competence and academic preparation, and equitable distribution. The Scheduling Committee will propose the teaching schedules for transmittal to the appropriate Campus Vice-President for determination.
 - (c) The College shall attempt to equitably distribute overload, if any, among the full-time Faculty members of the academic department where such overload exists.
 - (d) In cases of administrative appeal, the President of the Federation will meet with the President of the College to make a determination based on Article 37(3)(b) and the President of the College will make the decision.
- (4) Notification. Each Faculty member shall be notified of his teaching schedule as soon as the President or his/her designee has approved the schedule. The President of the College shall notify any one of the Federation officers prior to the cancellation of a course, attempting to reach them in the following order: President, Vice-Presidents, Secretary, or Treasurer.

Teaching Schedule Submission and Notification Dates for each Academic Year and Summer Sessions are as follows:

| ACTIVITY | FALL | SPRING |
|--|------------------|------------------|
| Department Chairs schedules to Dean | October 10 | February 15 |
| Dean notify Department Chairs of any required adjustments | October 20 | March 1 |
| Dean and Department Chairs meet for scheduling refinements (room adjustments, course coverage, etc.) | November 1 | March 15 |
| Gray "Schedule of Courses" booklet is published showing full-time Faculty teaching assignments | November 10 – 15 | April 10 |
| On line registration for following semester | November 15 – 20 | April 10 – May 1 |

- (5) Office Hours. Teaching Faculty are to maintain regular office hours to readily serve the needs of students. Hours shall be posted on the individual offices and with the appropriate Dean. The minimum number of office hours per week shall be five (5) clock hours and shall include student advisement.

ARTICLE 38 BANKING OVERLOADS

- (1) A Faculty member who accepts hours in excess of those specified may be compensated at the overload teaching rate or elect to bank those hours with the approval of the College President or his designee. Upon such approval, the banked hours may be used only to reduce such Faculty members load in the subsequent academic year. Faculty members in possession of banked hours acquired prior to August 31, 1980, shall have the option at their discretion, of being compensated for said hours at the part-time teaching rate or use said hours within two (2) subsequent academic years.
- (2) At the end of the academic year, the Faculty member will receive from the President of the College, or his designee, a written statement itemizing the number of hours banked.
- (3) The banked hours shall not exceed nine (9) contact hours for teaching faculty.

ARTICLE 39 TEACHING FACULTY

It is agreed that the following provisions in Article 40 applies only to teaching faculty in the bargaining unit whose work year is determined by the academic calendar.

ARTICLE 40 ACADEMIC CALENDAR AND YEAR

- (1) Teaching Faculty Academic Calendar - Not later than October 1, prior to the adoption by the Board of an academic calendar, tentative academic calendar shall be submitted to the Federation President. Within fourteen (14) calendar days of such submission, the Federation shall have the right to submit, in writing, to the College President and Board, changes and suggestions which shall be given due consideration before the final calendar as solely determined by the Board, is adopted. It is agreed and understood that such calendar shall not provide for more than 163 work (on duty) days (which shall be composed of 150 teaching days plus no more than 13 days for additional responsibilities if and to the extent assigned by the appropriate academic dean) for faculty whose work year is determined by the academic calendar. The responsible days shall be prior to and at the end of each semester and shall be for registration, orientation, examinations, and meetings only. The 1991-92 academic year shall for registration purposes only begin no earlier than 2 weeks prior to Labor Day; for all other purposes the academic year shall begin one week prior to Labor Day and shall end no later than May 31. Each successive academic year shall begin no earlier than one week prior to Labor Day and end no later than May 31.

Department Chairs shall determine the number of faculty necessary to service registration.

- (2) Responsible Days for Teaching Faculty- A schedule of responsible days for the ensuing academic year shall be available to faculty at the office of the appropriate academic dean during the last five (5) business days of the preceding academic year. A faculty member may arrange for an exchange of days with another faculty member, who is acceptable to the appropriate academic dean. Except for the 1980-81 academic year, the faculty member must notify the academic dean of any such exchange in writing setting forth the specific date(s) and signed by both faculty members within 10 days after the last day of such preceding academic year. If such exchange request is denied, the reason for such denial shall be in writing.

- (a) The academic year is reflected in Section (1) above concerning academic calendar.
- (b) Faculty members who volunteer for other college duties falling outside of the academic year and are assigned such duties shall be paid 1/150th of the individual's salary per diem.
- (c) No mandatory meetings shall be called nor duties assigned outside the academic year as described above.
- (d) Final grades will be available to the student four (4) working days after the last day of the semester.

- (3) Effective upon ratification/approval of the successor Agreement by all Parties, the President of the College and the President of the Faculty Federation shall each appoint four (4) individuals to an Ad Hoc Committee whose task will be to review the advisement process and propose an appropriate advisement schedule.

- (4) Summer Session

A task group selected by the FFECC will prepare a proposal, which will include a schedule of courses and calendar for the summer session to be approved by the President of the College. The Federation's proposal will be submitted during the first two weeks of January. If the proposal is unacceptable to the President of the College, then he/she has the right to determine the summer school calendar for that summer session.

Summer Session(s): Faculty members shall not be permitted to teach more than three (3) courses or nine (9) credit hours during any one (1) session, with no more than eighteen (18) credit hours taught during the period between the end of the traditional Spring semester and the start of the Fall semester. Lecture courses and their corresponding lab will be considered one course for the purposes of this article.

- (5) Winter Intersession: Faculty members shall not be permitted to teach more than two (2) courses or six (6) credit hours during intersession (the period between the end of the Fall semester and the start of the Spring semester). Lecture courses and their corresponding lab will be considered one course for the purposes of this article.
- (6) Courses Outside the Academic Year. All courses outside the academic year shall be under the jurisdiction of the appropriate academic unit.

- (7) Financial liability to faculty members for courses cancelled by the President or his/her designee will be the “run/cancel” date, as indicated on the academic calendar.

ARTICLE 41 ACADEMIC ADVISEMENT

- (1) Specific dates for Academic Advisement and Registration outside the two fifteen-week semesters:
- (a) Summer Period for Fall Registration:
Third Wednesday in July* and second Wednesday in August*
These dates will be included in the calendar as academic advisement and course registration days for all new and returning students who wish to register for any degree program.
Second Thursday in August*
This date will be included in the calendar as an academic advisement and course registration day for all new and returning students in only the General Studies degree program.
 - (b) Intersession Period for Spring Registration:
Second Tuesday in January*
This date will be included in the calendar as an academic advisement and course registration day for all new and returning students in the General Studies Students degree program.
- *Faculty, exclusive of department chairpersons performing their contractual responsibilities, who perform advisement services for these four dates will receive the non-instructional rate of \$25 per hour for time worked.
- (c) General Open Registration Days before each academic semester – These dates will be included in the calendar as academic advisement and registration days for all new and returning students. These dates will be considered responsible days and no additional compensation will be paid to the faculty members.

- (2) Academic Advisement and Registration within the two fifteen-week semesters:
- (a) Advanced Registration Period at end of each academic semester – Advanced registration for newly accepted students will take place toward the end of each semester. The specific time period should be agreed upon in advance and will follow the days set aside for the registration of returning students. This academic advisement coupled with the advanced registration will take place on a divisional basis. New students will be sent a letter from the Office of Admissions requesting new students to contact their academic department to make an individual appointment. Department chairs will be responsible for determining the number of hours, extent of coverage, and staffing needed to respond to the number of new students who have been cleared by the Office of Admissions.
 - (b) Continual Academic Advisement throughout the academic semesters – Department chairs will be responsible for coordinating blanket coverage that will provide the opportunity for students to receive academic advisement on any given day during the semester. Some of the required weekly office hours will be used to provide this coverage. General Studies Advisement will be coordinated by the Assistant Chairs for General Studies at all three campuses.

- (3) Academic Advisement of General Studies Students

General Studies students comprise a significant and substantial part of the ECC College Community. A major reason students choose General Studies is to explore the educational opportunities available at Erie Community College. General Studies students should be given every opportunity to learn more about individual programs from the acknowledged experts in those programs: the faculty. It is vital that all full-time faculty members, regardless of program affiliation, and other professional educators at the College support these students' interests in the largest and one of the most valuable associate degree programs at the College.

It is this faculty involvement in the advisement process that is essential because it is the faculty who are most familiar with the key elements of their own program offerings such as academic preparation required, availability of curricular options, personal aptitude, interest, level of commitment necessary to succeed, and pathway to career opportunities. Being available, through office hours and coordinated appointments, to advise General Studies students is a shared faculty responsibility.

(4) Advisement/Registration Process

All first-time matriculating students, both full- and part-time, must receive academic advisement prior to registering. Academic Advisors will use the College information system where appropriate. Continued infusion of technology will have considerable impact on the process and delivery of student advisement. Monitoring such advancements made on an ongoing basis will require the attention of all parties involved.

(5) Role of Mentors in Advisement Process

Mentors may be assigned to individual academic areas to assist in the advisement of new and returning students. Under the direction of faculty and others designated to sign off on academic advisement activities, the mentors will be integrated into the advisement process to offer specific services related to student advisement to the departments and students.

ARTICLE 42 SUBSTITUTE TEACHING

- (1) Full-time teaching Faculty members will not be required to substitute except in special circumstances as approved by the appropriate College Vice-President.
- (2) When a Faculty member is absent due to illness for an extended period of time (in excess of one (1) week), a qualified Faculty member within the academic unit may be assigned his/her teaching responsibilities and will be compensated at the overload teaching rate.
- (3) In the event a full-time Faculty member is not available in accordance with Paragraph (2) (above), selection of substitute Faculty may be recommended by the Appointments Committee to the appropriate College Vice-President. Salary shall be the current part-time teaching rate. (See salary schedule)

ARTICLE 43 NON TEACHING PROFESSIONALS (NTP)

(1) Definition.

- (a) It is agreed that the following provisions under this section applies only to non-teaching professional Faculty who have a 12 month work year (e.g. Counselors and Coordinator of Audio-Visual Services) and those on an academic year (e.g. librarians).
- (b) For the purposes of this Agreement, the term "Counseling Faculty" shall include professionals whose duties involve either recruitment or admission of incoming students and/or those professions whose duties involve occupational, vocational, career, personal and social counseling of students enrolled at the College.

(2) Faculty Status.

Non-teaching professional Faculty are considered Faculty for purposes of academic rank, salary, promotion, and tenure.

ARTICLE 44 NTP DAY/WEEK AND OVERLOAD ASSIGNMENTS

- (1) The workday for full-time non-teaching professional Faculty will be a span of eight (8) hours maximum in any given day.
- (2) The workweek shall be limited to five (5) consecutive days, Monday through Friday, constituting a forty (40) hour week, including a one-hour paid lunch period per day.
- (3) Seven (7) work hours for non-teaching professionals shall be the equivalent of three (3) contact hours of teaching.
- (4) All hours worked, as assigned by a supervisor, over forty hours in a workweek shall be compensated to the extent that budgetary appropriations allow, at such employee's straight-time hourly rate. In the absence of such budgetary appropriations, such employees shall receive one (1) hour compensatory time-off for every hour worked over 40 hours. Compensatory time shall be taken as scheduled by the appropriate College Vice President.

ARTICLE 45 NTP OFFICE SPACE

The College will provide each Counseling Faculty with a private sound-proof office, a minimum of eighty (80) square feet. The following equipment will be provided for each Counseling Faculty member: one (1) single pedestal desk, one (1) desk chair, two (2) arm chairs, one (1) bookcase, one (1) filing cabinet, and a telephone.

ARTICLE 46 SUBSTITUTES FOR NTPS

Substitutes for non-teaching professional Faculty will be provided by the College for illness or leave when the absence is anticipated to exceed twenty (20) working days. The selection of all substitute non-teaching professional Faculty shall be recommended by the appropriate Appointments Committee. Substitutes shall be compensated at the part-time non-teaching rate. (See Salary Schedule Appendix A.)

ARTICLE 47 NTP FACULTY/STUDENT RATIO

The College shall strive through its budgetary process to request that the number of counselor and librarians be increased toward achieving the ratios recommended by professional organizations.

ARTICLE 48 NTP SUMMER HOURS

Each year during the period from the last Monday in June to Labor Day, the normal working hours for full-time non-teaching professionals shall be one-half hour less each day. Such one-half hour may be scheduled off at the beginning or end of the normal workday.

ARTICLE 49 NTP VACATIONS

It is agreed that employees covered by this section will not be granted vacation of more than four consecutive weeks at any one time. (Note: the new amount and accumulation amounts in this section shall be effective on September 1, 1990, and shall not be retroactive in either the amount or the accumulation rate.) The yearly vacation allowance shall be twenty-five (25) work days (prorated for a person who has worked less than one year), it being understood that the personnel covered by this section will receive a vacation allowance of an additional one (1) day for each full year of service beyond five (5) years of continuous service not to exceed fifty (50) days.

ARTICLE 50 NTP ACADEMIC YEAR

- (1) Full-time non-teaching professional Faculty on an academic year shall not be responsible for duties outside of the academic year without additional remuneration.
- (2) Non-teaching professional Faculty on an academic year who agree to perform duties outside the academic year will be compensated at the overload non-teaching rate. (See Salary Schedule)

ARTICLE 51 NTP FACULTY - TEACHING

- (1) Non-teaching professional Faculty teaching courses developed within their academic units shall be given two (2) hours off his/her work load for every contact hour of teaching.
- (2) Non-teaching professional Faculty qualified in an academic discipline shall be permitted to make application to the appropriate academic unit for part-time assignment.
- (3) Part-time teaching -- See Article 25

ARTICLE 52 OTHER CONDITIONS FOR NTP

It is understood that those non-teaching professionals who are employed on a twelve (12) month calendar year (not on an academic year) are entitled to the fringe benefits as set forth in this agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the holidays set forth in the County Personnel Rules unless the College is in session on that day and will receive at their option either the leave at another time or payment for the holiday worked. Employees will be allowed to bank vacation days up to a maximum of fifty (50) additional days for future use. Non-teaching professionals are also eligible for retirement plans (see Article 66).

ARTICLE 53 NON-TEACHING TECHNICAL PROFESSIONALS (NTP)

(1) Classification

- (a) Full-time and part-time employees in the following job grouping shall be classified as ranked professional staff:

| | |
|-----------|--|
| COLLEGE | Electronic Technician |
| SUPPORT | Audio Technical Assistant |
| PERSONNEL | Institute Technical Assistant (Instructional Academic Unit Technical Assistant) Athletic Trainer & Intramural Director |

- (b) College Support Personnel shall be described as employees required to provide services to the College as a whole (Faculty, Staff, Administration, and Student). Academic Unit Support Personnel shall be described as employees required to provide services to individual academic units per job description, e.g. Technical Assistant, Sr. Technical Assistant, Master Technical Assistant, Electrical Technician, Sr. Electrical Technician, Master Electrical Technician.

ARTICLE 54 NTP WORK WEEK

The workweek for non-ranked professional staff shall be limited to five (5) consecutive days Monday through Friday.

ARTICLE 55 NTP APPOINTMENTS

- (1) A full-time, non-teaching technical professional employee is defined as an employee who is scheduled to work more than 20 hours per week. There shall be two classes of non-teaching technical professionals as follows:

Full-time - probationary
Full-time - permanent

Full-time, non-teaching technical professional employees shall be covered by the terms and conditions of the collective bargaining agreement as indicated below:

- (a) Full-time probationary non-teaching professional employees shall be covered by all terms and conditions of the collective bargaining agreement subject to satisfactory evaluation/reappointment.
- (b) Full-time permanent non-teaching professional employees shall be covered by all terms and conditions of the collective bargaining agreement.
- (2) Full-time non-teaching technical professional employees shall become permanent upon four years of continuous service from their original date of appointment. Leaves granted by the Board of Trustees shall not interrupt the continuous service requirement for permanent appointment.

ARTICLE 56 NTP WORK DAY

- (1) The workday for the existing non-ranked professional staff shall be limited to an eight (8) hour shift including a one (1) hour paid lunch. The work day shall be between the hours of 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m.
- (2) All hours worked as assigned over 40 hours shall be compensated to the extent that budgetary appropriations allow. In the absence of such budgetary appropriations, such employees shall receive compensatory time taken as scheduled by the appropriate College Vice President.
- (3) All hours worked as assigned over 40 hours in a work week shall be compensated as required in the FLSA (Fair Labor Standards Act). Employees will receive overtime/compensatory time at time and one half after actually working forty (40) hours. The calculations of time and one half will not include lunch hours, vacations, sick leave and/or personal leave, etc. This means that employees will not receive overtime at time and one half until they have actually worked forty (40) hours. Employees will receive straight time from 40 hours up to 45 hours including lunch hours and time and one half after the employee has actually worked 40 hours.

- (4) Work assignments for Technical Personnel in new positions will be between the hours of 8 a.m. to 10 p.m. Work assignments must be made thirty (30) days prior to the beginning of each semester. Swing shifts shall not be assigned; i.e., if an employee is assigned any hours other than 8 a.m. to 4 p.m. or 9 a.m. to 5 p.m., he/she must be assigned these hours for the entire semester, unless the employee agrees to a shift change.
- (5) The only exceptions to the above are positions which were established as full-time evening positions.

ARTICLE 57 NTTP SUMMER HOURS

Each year during the period from the last Monday in June to Labor Day, the normal working hours for full-time non-teaching technical professionals shall be one-half hour less each day. Such one-half hour may be scheduled off at the beginning or end of the normal workday.

ARTICLE 58 NTTP VACATIONS AND OTHER CONDITIONS

It is understood that the above persons are employed on a twelve (12) month calendar year and not on an academic year. They are entitled to the fringe benefits as set forth in this Agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the holidays set forth in the County Personnel Rules unless the College is in session on that day and will receive at their option, either the leave at another time or payment for the holiday worked. (See Articles 56 and 57 (1) above).

The **yearly vacation allowance** shall be twenty-five (25) work days (prorated for a person who has worked less than one year), it being understood that the personnel covered by this section will receive a vacation allowance of an additional one (1) day for each full year of service beyond five (5) years of continuous service, not to exceed fifty (50) days. Employees will be allowed to bank vacation days up to a maximum of fifty (50) additional days for future use. Technical Personnel are also eligible for retirement plans. (See Article 66)

ARTICLE 59 POLICE TRAINING PROFESSIONALS

- (1) Classification
 - (a) Full-time and part-time employees in the following job grouping shall be classified as ranked professional staff:

Police Training Professional I (both FT and RPT)—Grade 11
Police Training Professional II – Grade 12
Senior Police Training Professional – Grade 13
Principal Police Training Professional – Grade 14

The job descriptions for these new titles can be found in Appendix F.
 - (b) The Police Training Professionals instruct police officers and recruits (civilian and sworn officers) in practices and procedures of law enforcement under the general guidance of Central Police Services under the umbrella of Erie Community College academics.

ARTICLE 60 POLICE TRAINING PROFESSIONALS – HOURS OF WORK

- (1) Normal working hours for full-time Police Training Professionals (PTP) shall be eight (8) hours per day, 40 hours per week. The establishment of working hours shall be within the discretion of the Principal Police Training Professional provided the work week does not exceed forty (40) hours.
- (2) **Summer Hours.** During the period of July 1 to the second Monday in September, the normal working hours for full-time PTPs shall be one-half hour less or 7 ½ hours per day. Working hours for regular part-time PTPs shall be one quarter hour less per day. PTPs are encouraged to take summer hours on a daily basis. If the Principal Police Training Professional deems it necessary for the full-time and/or regular part-time PTPs to deviate from this policy to maintain continuous operations, a justification for this deviation must be submitted in writing to the Assistant Academic Dean or Associate Vice President outlining the procedure used in handling the PTP's time due along with the reason for deviation. The Principal Police Training Professional shall provide a complete schedule of the PTP's working hours. Under no circumstances shall the PTPs who are eligible for summer hours pursuant to this section be paid for said accumulation in other than compensatory time at the

straight-time rate. It is understood that summer hours be granted only after they are accrued and taken in increments of not less than one-half day.

Compensatory time.

- (a) PTPs hired prior to September 1, 2007, shall be paid at their straight-time hourly rate and earn compensatory time off at the rate of time and one-half for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours per week. PTPs may accumulate up to a maximum of 80 hours of compensatory time. Compensatory time shall be approved by the Principal Police Training Professional and the Associate Vice President or his/her designee.
- (b) PTPs hired after September 1, 2007, shall be paid at their straight-time hourly rate and earn compensatory time hour for hour for each hour worked in excess of eight (8) hours in a work day or in excess of forty (40) hours per week. PTPs may accumulate up to a maximum of 80 hours of compensatory time. Compensatory time shall be approved by the Principal Police Training Professional and the Associate Vice President or his/her designee.

ARTICLE 61 POLICE TRAINING PROFESSIONALS VACATIONS AND OTHER CONDITIONS

It is understood that the above persons are employed on a twelve (12) month calendar year and not on an academic year. They are entitled to the fringe benefits as set forth in this Agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the holidays set forth in the County Personnel Rules unless the College is in session on that day and will receive, at their option, either the leave at another time or payment for the holiday worked. (See Article 60 (1) above).

The **yearly vacation allowance** shall be twenty-five (25) work days (prorated for a person who has worked less than one year), it being understood that the personnel covered by this section will receive a vacation allowance of an additional one (1) day for each full year of service beyond five (5) years of continuous service, not to exceed fifty (50) days. Employees will be allowed to bank vacation days up to a maximum of fifty (50) additional days for future use. Technical Personnel are also eligible for retirement plans. (See Article 66)

Individuals hired Spring Semester 2007 will be grandfathered into the FFECC from the County Police Services shall accumulate vacation time based on total years of service in the police services area. All future employees will follow the Erie Community College and the FFECC contract at the time of hiring.

An additional compensation of \$1,000 will be paid for training each civilian academy per semester.

The College will grant the waiver necessary under the NYS Employees Retirement System to allow existing qualified retired ranked police officers to continue working for the College with no cap imposed on salary.

Compensation for work outside the Police Academy will be paid at the current FFECC overload rate.

Part-time PTPs will be paid at the adjunct rate of \$25 per hour and will be limited to no more than 19 hours per week.

Class size. A maximum of 32 students will be allowed for Civilian Academy classes. The class size for sworn officers will be based on department recommendations. The class size of all courses will be based on space considerations and safety concerns where appropriate.

Department Chair. The Police Training Services Program Department Chair will receive compensation of \$2,500 per semester.

Rank Advancement. All full-time members of the Police Training Services Department are eligible for rank advancement.

ARTICLE 62 POLICE TRAINING PROFESSIONALS OFFICE SPACE

- (1) The College will provide an office for each two (1) full-time Police Training Professionals.

- (2) Within its space and budgetary limitations, the College will attempt to furnish such offices as follows: at least two (2) desks, two (2) desk chairs, two (2) side chairs, two file cabinets or two (2) file cabinets/bookcase combinations, one (1) telephone, and necessary electrical outlets.

ARTICLE 63 INSURANCE

Effective September 4, 2003, the following provisions were approved regarding health insurance.

- (1) Current employees (hired before January 1, 2007) and employees who retire under the effective period of the collective bargaining agreement ("*future retirees*") shall have a single provider for health insurance. Employees shall have a choice among three (3) insurance products: the Enhanced Plan, the Core Plan, or the Value Plan. (See Health Care Plans Appendix C). Future retirees and retirees since January 1, 2003, shall have the Core Plan except as indicated in paragraph 9 herein. *The health care provisions of this Agreement are retroactive for eligible employees who retired on or after January 1, 2003.*
- (2) **Core Plan.** For employees hired prior to January 1, 1993, the employer shall pay 100 percent of the monthly cost of the Core Plan health insurance product. For employees hired on or after January 1, 1993, the employer shall contribute 95 percent of the monthly cost of the Core Plan health insurance product. For new employees hired after January 1, 2007, the employer shall contribute 85 percent of the monthly cost of the Core Plan health insurance plan.
- (3) **Enhanced Plan.** In addition, employees hired before January 1, 1993, who choose the Enhanced Plan shall pay the difference in the cost between the Core Plan and the Enhanced Plan. Employees hired after January 1, 1993, but before January 1, 2007, who choose the Enhanced Plan shall pay 5 percent of the monthly cost of the Core Plan plus the difference between the Core and the Enhanced Plans. For employees hired after January 1, 2007, who choose the Enhanced Plan shall pay 15 percent of the monthly cost of the Core Plan plus the difference in the cost between the Core Plan and the Enhanced Plan.
- (4) **Value Plan.** For employees who choose the Value Plan, the employer shall deposit 50 percent of the difference in the monthly premium cost between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year until expended or until the employee's death at which time any unexpended funds shall revert to the County.
- (5) For employees hired after January 1, 2007, the employee will bear the expense of the difference between the Core and Value Plans less 15 percent of the contractual contribution through bi-weekly payroll deductions.
- (6) Open Enrollment: Employees may select from among the insurance plans annually during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
- (7) The negotiated provisions of the respective collective bargaining agreement regarding dental coverage will remain in effect.
- (8) The negotiated provisions of the collective bargaining agreement regarding health insurance waivers shall remain in effect.
- (9) (1) Pre-65 Retirees: The employer shall pay 75 percent of the monthly premium for the single, family, or double rate for the Core plan for eligible employees who retire from County before age 65. The employer shall pay 75 percent of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service before age 65, upon written proof of family status. The employer shall pay higher percentages of the monthly premiums if the retiree meets the conditions set forth in paragraph 13 herein.
- (2) Post-65 Retirees: Employees who retire under this agreement and their eligible spouses shall be required to select the designated Medicare Wraparound product that includes prescription drug coverage and basic out-of-network benefits at age 65. The County will provide any employee who retires under this agreement and his or her eligible spouse under the age of 65 with 75 percent of the monthly premium of a single Core Plan for the non-age 65 member. A post-65 retiree and his or her eligible spouse aged 65 may choose from Option A, B, or C as referenced in Health Care Plans Appendix C. Both members must select the same option, and the employer will pay 75 percent of the monthly

premium for the single or double rate for Options A, B, or C. In addition, a post-65 retiree who chooses Option D shall pay the difference in the cost between the highest premium of Option A, B, or C, and the Option D premium. Health-care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. The employer shall pay higher percentages of the monthly premiums if the retiree meets the conditions set forth in paragraph 13 herein. All other employer contributions shall be eliminated.

- (10) The negotiated provisions of the collective bargaining agreement regarding continued health insurance coverage in certain circumstances (for example: injury or illness) shall remain in effect.
- (11) The negotiated provisions of the collective bargaining agreement for eligibility for health insurance coverage for employees and employees who retire under this agreement shall remain in effect.
- (12) The negotiated provisions of the collective bargaining agreement concerning union participation in or cooperation with the County to reduce the cost of health-care insurance shall remain in effect.
- (13) For employees **hired before January 1, 2007**, the employer shall pay 75 percent of the monthly premium Core Plan rate for eligible employees who retire from County service with 1,600 hours or less of accumulated sick leave. Employees **hired before January 1, 2007**, with other accumulated sick leave shall have their health insurance premiums paid at the following percentages:

- Employees who retire with 1,700 hours accumulated shall receive 80 percent.
- Employees who retire with 1,800 hours accumulated shall receive 85 percent.
- Employees who retire with 1,900 hours accumulated shall receive 90 percent.
- Employees who retire with 2,000 hours accumulated shall receive 95 percent.
- Employees who retire with 2,100 hours accumulated shall receive 100 percent.

The County shall provide single, double, or family coverage. Double or family coverage will be provided upon written documentation.

Employees **hired after January 1, 2007**, the employer shall pay 75 percent of the monthly premium Core Plan rate for eligible employees who retire from County service with 1,700 hours or less of accumulated sick leave. Employees with other accumulated sick leave shall have their health insurance premiums paid at the following percentages:

- Employees who retire with 1,800 hours accumulated shall receive 80 percent.
- Employees who retire with 1,950 hours accumulated shall receive 85 percent.
- Employees who retire with 2,100 hours accumulated shall receive 90 percent.
- Employees who retire with 2,250 hours accumulated shall receive 95 percent.
- Employees who retire with 2,400 hours accumulated shall receive 100 percent.

The County shall provide single, double, or family coverage. Double or family coverage will be provided upon written documentation.

- (14) Employees who retire under this agreement may exchange accrued compensatory time and/or vacation time for sick credits at the time of retirement up to a maximum of 2,100 hours. The maximum annual accrual caps for sick leave are eliminated.
- (15) The County shall provide a retirement incentive for the following calendar years in the following amounts. The relevant amount is payable only to those employees who retire in the stated calendar year; they are not cumulative:

| | |
|------|---------|
| 2003 | \$5,000 |
| 2004 | \$4,000 |
| 2005 | \$3,000 |
| 2006 | \$2,000 |

This incentive shall be placed in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over from year to year until expended or until the employee's death at which time any unexpended funds shall revert to the County. This incentive expires on December 31, 2006. It will not be offered to anyone retiring after December 31, 2006.

- (16) The parties hereto agree to revise certain policies regarding maximum accruals for compensatory time and vacation. The County agrees to establish a separate insurance premium account for employees who reach maximum compensatory time and vacation accruals under existing County

policies, and collective bargaining agreements. Employees will be permitted to place any accruals in excess of the existing maximums into the insurance premium account. Any accruals placed in such account will count toward the sick leave totals under paragraphs 13 and 14 hereinabove.

- (17) The attached health benefits summaries cannot be changed without the approval of the Labor-Management Health Coalition.
- (18) In the event an employee is disabled from work by accident or illness, the employer agrees to continue his health insurance coverage for the length of his accumulated sick leave plus ninety (90) days thereafter.
- (19) The employer shall provide the GHI Spectrum Plus Full Basic (diagnostic and preventative) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. Any premium costs above those costs set forth in this section shall be paid by the employee on a bi-weekly payroll deduction. The employer shall provide for 100 percent orthodontics and 100 percent prosthetics coverage, in addition to the Full Basic Plan indicated above. The employer shall pay \$7.55 per month for single coverage and \$29.70 per month for family coverage. Any premium costs above those costs set forth in this section shall be paid by the employee on a bi-weekly payroll deduction. Effective January 1, 1997, the employer shall provide the GHI Preferred Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee.

Effective **January 1, 1998**, the prescription co-pay will be \$7.00 for brand name drugs and \$5.00 for generic drugs. In addition, the County will have the right to choose a sole provider of this benefit so long as comparable benefits are maintained.

Effective **January 1, 1993** the monthly Health Insurance Waiver payments shall be increased to \$100 for Family Coverage and \$67 for Single Coverage.

- (20) Insurance Welfare Fund.

The Federation may, after consultation with insurance representatives, have an additional deduction for an insurance welfare fund. The County will make available a tax sheltered annuity program contingent upon the following:

- (1) All respective costs under such program is the district obligation through payroll deduction, of the participating employees.
- (2) Such program is effective only if, and so long as, the percentage of employee participation required under such program is maintained.
- (3) The implementation and continuation of such program is contingent upon there being no additional costs, direct or indirect, to the County over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.

ARTICLE 64 ADDITIONAL FRINGE BENEFITS

- (1) The County agrees to a Credit Union payroll deduction for members of the Federation.
- (2) College Courses. All members of the Bargaining Unit upon approval of the President or his designee may be permitted to register for and attend, tuition free, any course on any campus provided space exists and provided that such attendance in no way interferes with his official duties. Such approval will not be unreasonably withheld.
- (3) Family Tuition Assistance. Effective with the signing of this agreement, and during the duration of such agreement, the child(ren) and/or spouse of full-time faculty members will be provided tuition waivers for enrollment as full-time students in the college with the intent to remain full-time students in the semester in which they enroll. The waiver is subject to the following conditions.
 - (a) The student must apply for both PELL and TAP. The waiver will cover the difference between PELL and TAP awards and the actual costs of tuition to the college.
 - (b) The waiver is limited to tuition charges only. The student is responsible for all other fees, books, and charges that are set by the college.
 - (c) Enrollment of any child(ren) and/or spouse of a full-time faculty member will not be utilized in the calculation of class size for the purposes of additional compensation. (See Article 12 regarding class size or Article 36 regarding teaching load.)

ARTICLE 65 LEAVE TIME

(1) Sick Time.

- (a) All full-time employees in the Bargaining Unit shall earn sick leave at the rate of 1 1/4 days per month. The accrual of sick leave is uncapped.

| Monthly Sick Leave Accruals | |
|---|--------------------|
| Instructional Faculty paid over 10 months | 4.84 hours per pay |
| Instructional Faculty paid over 12 months | 3.91 hours per pay |
| Non-Teaching Professionals | 3.91 hours per pay |
| Non-Teaching Technical Professionals | 3.91 hours per pay |
| Mentors | 3.91 hours per pay |
| Police Professionals | 3.91 hours per pay |

- (b) Reasons for Granting of Sick Leave.
- (1) Sickness or Injury.
 - (2) Serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include parent, spouse, brother, sister, children, or grandparent; or other relative who is an actual member of the employee's household. Certificate or affidavit, issued by the attending physician certifying to the necessity for the attendance of the employee, shall be filed with the Human Resources Department of the College if the absence is for a period of time greater than two days.
 - (3) Quarantine Regulations.
 - (4) Medical or Dental Visits.
 - (5) Provisions of this article apply to Pregnancy.
- (c) Sick Leave Credits. A credit for sick leave under this provision shall be allowed at the rate of one and one-quarter (1 1/4) workdays per month for each month of service as above indicated. Sick leave, which is not used, shall continue to accumulate until employment is terminated at the College.
- (d) Extended Sick Leave. An employee who has completed fifteen (15) years of continuous service may receive such additional sick leave with pay as may be recommended by the President of the College and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Commissioner of Personnel in excess of a period of five (5) months in addition to the sick leave accumulated by such employee. Employees shall be eligible only for the additional periods of sick leave granted in accordance with this provision. A leave of absence without pay or a resignation followed by reinstatement within one (1) year shall not constitute an interruption of continuous service.
- (e) Notice of Absence of Sick Leave. When absence is required under this provision, the employee shall report same to the President or his designee at least one-half (1/2) hour before the start of his scheduled day.
- (f) Verification and Proof of Illness. A certificate or affidavit, showing incapacity and inability of the employee to perform his duties, issued by the attending physician, shall be filed with the College Personnel Office in case of absence of more than five (5) consecutive working days. If an employee fails to submit proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- (g) Sick Leave Records and Reports. The College shall maintain an accurate record of the attendance and sick leave status of each employee. A record of the sick leave status of all College employees shall be maintained in the College Personnel Office. Every leave of absence granted shall be promptly reported to the College. Every payroll, before being certified, shall bear suitable notations for sick leave, shall accompany the original copy of the payroll and shall be filed in the College Personnel Office. The Personnel Office of the

College shall give to all employees a record of the accumulated sick leave credits every six (6) months.

- (h) **Transfer of Sick Leave Credits.** In the case of transfer, accumulated sick leave shall be transferred with the employee and he shall receive credit in the unit to which he is transferred.
- (i) **Reinstatement of Sick Leave.** When an employee is reinstated in the County service in the same job title within one (1) year following resignation, he shall receive credit for sick leave that had accumulated at the time of his resignation.
- (j) **Absence for Less than One-Half Day.** Absence for less than a half work day shall not be chargeable to sick leave.
- (k) **Medical or Dental Visits.** In the case of emergency, when circumstances require that visitations be made during working hours, time off for medical or dental visits shall be granted by the President or his designee after notification by the employee, such absence to be deducted from accumulated sick leave in units of not less than one-half day.

- (2) **Catastrophic Illness Bank.** Any tenured member of the FFECC bargaining unit may apply for catastrophic illness days from the leave bank. The bank will be established, maintained, and administered on the following basis:

- (a) Each tenured member of the bargaining unit may contribute up to 20 days, one time per year, on July 1st, by written notice to the College Human Resources Department. Any such contribution shall be a permanent contribution and shall not be retrievable at any time thereafter. Employees who donate sick leave days to the catastrophic illness bank will not be penalized for donations due to the elimination of the cap on sick leave.
 - (1) The maximum number of days in the bank shall be 500 days at any one time.
 - (2) A record of the disbursements and balances in the bank shall be maintained by the Human Resources Office. FFECC President must receive a list of donations and disbursements bi-annually.
- (b) A committee shall be established to maintain and administer the Catastrophic Illness Bank. The Catastrophic Bank Committee will consist of the FFECC President or his/her designee, the College President or his/her designee, and one other member appointed by the President of the College.
- (c) The Chairperson of the Committee shall be the FFECC President or his/her designee.
- (d) When applications are submitted, the Catastrophic Bank Committee will convene at the discretion of the Chairperson.
- (e) Any unit member wishing to be considered for catastrophic bank days must submit a written explanation; a valid doctor's note must accompany the request and must indicate the probable length of the disability, including a prognosis for a return to work.
- (f) Decisions of the Committee are to rendered not less than two weeks before the period for which the Committee wishes to grant the extended leave days. The decisions of the Catastrophic Bank Committee will be final and no availability or denial
- (g) The Committee shall make its decision based on the following criteria:
 - (1) Days from the Bank are to supplement long-term catastrophic illnesses only.
 - (2) Days will be granted in blocks of 30 days.
 - (3) Maximum blocks for any one illness is 4 blocks (120 days)
 - (4) All accrued leave accumulation must be exhausted before catastrophic bank days may be used, and no accumulation of leave time will occur during the use of catastrophic bank days.
 - (5) The Catastrophic Bank Committee may request any documentation including doctor's statements before granting days.
- (h) Should the Catastrophic Bank fall below 120 days, a special subscription period may be declared by the Catastrophic Bank Committee.

- (3) **Personal Leave.**

- (a) Full-time Faculty will become eligible for and receive three (3) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable

salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements. Twelve (12) month employees will receive four (4) personal leave days.

- (b) Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted under this Agreement.
 - (c) In order for the employee's immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with his immediate supervisor at least five (5) working days in advance when the requested time is for four (4) (See (a) above) days, and three (3) working days in advance when the request is for three (3) days or less. There shall be no restrictions on when this leave is to be taken unless stated in this section. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the immediate supervisor and shall not be granted in less than one-half (1/2) day units. There shall be no restrictions as to when this leave is to be taken except as reflected in this section.
 - (d) In cases of reinstatement or transfer, unused personal leave credits shall be restored or transferred.
- (4) Death in Family. An employee who has a death in the immediate family (parent, spouse, brother, sister, children, foster children, grandparent, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent or other relative who is an actual member of the employee's household) shall be entitled to bereavement pay of five (5) consecutive regularly scheduled work days off at straight time pay. An employee whose regular schedule includes Saturday and Sunday, shall be granted one (1) additional day, if needed, to attend the funeral if such funeral is scheduled for Monday. If the death occurs prior to the employee's shift, that day will be counted.
- If death occurs after the employee reports to work, that day will not be counted as one of the five (5) days. If additional time is required, the employee may use his vacation credits and/or personal leave, if any.
- (5) Leave for Jury Duty. On proof of the necessity of jury service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees. Employees will not be required to report to work prior to or subsequent to the performance of their daily jury duty.
 - (6) Examination Leave. Faculty members taking competitive and non-competitive examinations to certify job performance and/or requirements will be allowed time off with pay. This leave will be restricted to positions under the jurisdiction of Erie County.
 - (7) Professional Development Leave. (See Article 68)
 - (8) Emergency Closing Leave. Any emergency closing of the College by the President of ECC, or his designee, shall automatically be termed a paid leave day for all Faculty and shall not be charged against said employee's sick leave or personal leave account.
 - (9) Sabbatical Leave.
 - (a) Requirements and Committee Composition. A Faculty member may request sabbatical leave after six (6) consecutive years of service. Sabbatical leaves may be used for planned travel, study, formal education, research, writing and other experiences of professional value. Sabbatical leaves shall be granted for one (1) year at one-half (1/2) salary or one-half (1/2) year at full salary. During the period of sabbatical leave, the Faculty member shall retain all the rights and privileges of a full-time, on-campus Faculty member. All fringe benefits such as retirement, insurance, and the like shall continue in effect during the sabbatical period. A Faculty member returning from a sabbatical leave shall have the right to return with seniority rights to the academic unit that he left. The period of sabbatical shall be credited as service for retirement and the granting of increments. All requests must be made in writing and presented to the College Sabbatical Leaves Committee no later than February 1st for a sabbatical commencing in the Fall Semester and September 1st for a sabbatical commencing in the Spring Semester. Such requests must include an outline of the Faculty member's program, relationship to his professional responsibilities at the College and the manner whereby the program will improve his value to the College. Such requests will be made to an equal number of eight (8)

representatives--four (4) from the Faculty and four (4) from the College. (The Federation President will appoint said Faculty representatives.)

- (b) The committee will forward ranked recommendations to the President of the Federation who will forward these recommendations to the President of the College. The President of the College will submit his ranked recommendations to the Board of Trustees. The Board will act on requests for sabbaticals commencing with the Fall Semester no later than May 1st and no later than December 1st for sabbaticals commencing with the Spring Semester. The decision of the Board will be final and non-grievable.
 - (c) Within thirty (30) days upon return, the Faculty member shall submit to the President and the College Sabbatical Leaves Committee a written report of his accomplishments while on sabbatical leave. If the Faculty member fails to return to Erie Community College and complete one (1) year of full service, he must repay the full amount of money received while on sabbatical leave.
 - (d) Within its budgetary limitations, the College shall grant sabbatical leaves in an amount of no less than two (2) sabbatical leaves of the full-time Faculty each academic year.
- (10) Leaves Committee Composition.
- (a) By September 30th of each year, a seven (7) member College Leaves Committee will be elected by secret ballot. At least one (1) member must be elected from each campus. A listing of such members shall be delivered in writing to the office of the College President by October 15th.
 - (b) This seven (7) member College Leaves Committee shall review applications and make recommendations for leaves without pay. This list of recommendations will be made public by the committee concurrently with its submission to the President of the College.
- (11) Leaves Without Pay. Leaves without pay may be granted by the Board of Trustees in accordance with requirements for sufficient notice and justification as determined by the Faculty Leaves Committee. Leaves may be recommended by the Leaves Committee for any reason they deem justified and reasonable, however the Board of Trustees in its' sole and exclusive discretion shall have the right to grant or to deny any such recommendation.

ARTICLE 66 RETIREMENT PLANS

- (1) The County has adopted the improved "Career Retirement Plan" and the same is available for employees who are eligible under the law.
- (2) All employees are also eligible at their option to participate in TIAA-CREF Retirement Plan or the New York State Teachers Retirement Plan, ERS, and TRS.
- (3) SICK LEAVE REDEMPTION Effective September 1, 1995, employees who retire with ten (10) or more years of service shall be eligible for the following:
 - (a) Employees who have a minimum of 100 days of accumulated sick leave on their record the day of retirement shall have the premium for the retirees health insurance paid at 100 percent for six months at which time the current practice of 1/2 premium payment will continue.
 - (b) Employees who have a minimum of 150 days of accumulated sick leave on their record the day of retirement shall have the premium for the retirees health insurance paid at 100 percent for twelve months at which time the current practice of 1/2 premium payment will continue.
- (4) All part-time/adjunct faculty shall be allowed the same options to join TIAA/CREF and T.R.S. (Teacher Retirement System) as full-time faculty subject to the rules, regulations and standards of the respective retirement systems.

ARTICLE 67 TRAVEL ALLOWANCE - MILEAGE

When it is necessary for a Faculty member to use his own automobile to attend an approved College-related function, he shall be compensated at the highest County rate prevailing. College automobiles are to be utilized when available. Tolls will be reimbursed, provided they are supported by appropriate receipts. Requests for reimbursement will follow approved County procedures.

ARTICLE 68 PROFESSIONAL DEVELOPMENT

- (1) The College encourages the professional development of Faculty and staff through attendance at professional meetings and conferences, participation in seminar offerings, visitation of business and industry, acquisition of formal education, or any other approved activity.
- (2) Funding for such activities may be made available from:
 - (a) College travel allowance.
 - (b) SUNY Tuition waiver and reimbursement funds.
 - (c) Grants, foundations, or other approved sources of support.
- (3) Faculty members may be granted upon approval of the President or his designee, short-term leaves (up to three (3) days which may be consecutive, per year) to attend professional development activities. Leave time is not accumulative.

ARTICLE 69 EVALUATIONS

Effective September 2007, The President of the College and the President of the Faculty Federation shall each appoint four (4) individuals whose task will be to develop an evaluation instrument for all job classifications represented by the Faculty Federation. This Committee will have six (6) months from the date of contract ratification to complete the task and forward the results to the President of the College and the President of the Faculty Federation. The two Presidents must then mutually agree on the final evaluation instruments before they can be implemented and incorporated into the Contract.

ARTICLE 70 PERSONNEL RECORDS

The College shall maintain only one set of official files containing each Faculty member's academic and professional records. The official file shall consist of an Open File Section and a Business Records File.

- (1) Open File Section.
 - (a) The employee shall have the right to examine the contents of his personnel file and may be accompanied by an advisor of his choice. Each department head shall designate only one (1) official personnel file for each of his employees in which all material pertaining to discipline shall be filed.
 - (b) No material will be placed in an employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he may desire. Each document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect should be affixed to the document. Upon written request, an employee should receive, at his own expense, a copy of any material in such employee's personnel file.
 - (c) The employee will be permitted to have included in his file any material, which he/she feels, is pertinent to his performance and personal qualifications including all internal reports generated in the department.
 - (d) Any material in the nature of a warning or reprimand which is not subject to Articles 75 and 76 of the New York Civil Service Law placed in the employee's personnel file will be subject to the grievance procedure.
 - (e) Derogatory material, except for employee performance evaluations and the record regarding the loss of pay due to a suspension or discharge shall be removed after a three (3) year period from the date the material was entered in the file.
- (2) Business Records File Section. The College shall also maintain a file of business records to include but not limited to retirement, personal leave, sick leave, sabbatical leave in the Business Office and also relating to the Faculty member's payroll and benefits. This file shall be kept

separate from the above mentioned official files. A statement will be issued from the Business Office which will list on it accumulated sick leave and personal leave for each Faculty member immediately following June 30 of each year.

ARTICLE 71 DISCIPLINE/DISMISSAL FOR ALL PERSONNEL

- (1) For Personnel Holding Tenure.
 - (a) Members of the Faculty Federation Bargaining Unit holding Tenure and/or professional employees holding Permanent Appointment shall hold their respective positions during good behavior, competent and efficient service and shall not be removed except for just cause.
 - (b) The Employer recognizes and subscribes to the philosophy of progressive discipline including:
 - (1) Verbal Warnings.
 - (2) Written Warnings.
 - (3) Suspension.
 - (4) Dismissal.
 - (c) Dismissal or Suspension:
 - (1) Whenever charges against an employee covered by this section are of a serious nature and could result in the dismissal or suspension of said employee, the charges shall be in writing and signed by the President of the College or his designee in his absence.
 - (2) A copy of the charges shall be served on the employee and the Faculty Federation of Erie Community College. Such service shall be at least at least twenty-five (25) work days prior to the President sending any decision of those charges. An employee so charged and/or the Federation, may submit a written answer if he chooses to do so.
 - (3) The person so charged may, prior to the decision, be suspended by the President of the College until the determination of the charges; provided, however, that such suspension shall be made for a period not longer than thirty (30) calendar days.
 - (4) The charging party and/or the Federation shall submit to the President any and all written documentation and/or evidence each sees fit no later than fifteen (15) working days from the date of the service of charges.
 - (5) Within ten (10) working days from the submission of the written documentation, the President shall render his decision and set forth the penalty, if any, to be imposed.
 - (6) If the employee or the Federation, on its own behalf or on behalf of the employee, feels aggrieved by the decision of the President, the Federation may submit the matter directly to binding arbitration under Step IV of the Grievance Procedure at which time a full and complete just cause hearing on the charges shall be held before an arbitrator.
 - (7) The timelines may be extended by mutual agreement of the parties.
- (2) For Personnel Not Holding Tenure

Persons not holding tenure shall hold their positions subject to Section (2) on the preceding page. All grievances shall be subject to final and binding arbitration except dismissal.

ARTICLE 72 GRIEVANCES

- (1) The Parties Agree to the Following:
 - (a) That a grievant may be an individual or group of the FFECC on behalf of an individual or group.
 - (b) That, when appropriate, a Federation grievance may be initiated at a Step other than Step One. This procedure is to be followed only when a Step is inappropriate.
 - (c) The time limits set forth in the Steps are of the essence. The time limits may be waived by mutual consent of the Parties.
 - (d) The grievant(s) shall have the right of representation by the FFECC at any hearing, meeting, or other gathering called by either party, at which his (their) grievance is being discussed.
 - (e) The Chairman of the FFECC Grievance Committee shall receive a carbon copy of the reply at each Step.

- (2) Definition of Grievance.

A grievance shall mean any alleged violation, misinterpretation, or inequitable application of this agreement, or County Personnel Policies. All grievances arising from the above shall be settled and determined according to the procedures set forth in paragraph (D).

- (3) Grievance Information.

The College Administration agrees to furnish the Chairman of the Grievance Committee, upon timely request, available information concerning the following: annual financial reports, register of professional personnel, minutes of all Board meetings, students' census and Faculty membership data, Faculty rank, and will provide the Federation with available information necessary to process any grievance of the Contract.

- (4) Grievance Procedure.

- (a) **Step One.** The grievant shall have thirty (30) working days after the alleged grievance occurs to present his grievance. All grievances shall be discussed first between the grievant and his immediate supervisory administrator in an informal face-to-face contact to attempt in good faith to resolve the differences between them without involving the Steps as hereafter set forth. A representative of the Grievance Committee may attend this discussion. This meeting shall be held not more than five (5) working days after the grievance has been presented. If the grievance is not resolved informally, it shall within five (5) working days following the meeting, be reduced in writing and presented to the immediate supervisory administrator, it being understood a Grievance Committee representative may be present at said presentation. The administrator shall investigate the grievance and communicate his written decision to the grievant within ten (10) working days after the presentation.

- (b) **Step Two.** If a grievant is not satisfied with the settlement of the grievance at Step One, a written appeal may be made to the President, or his designee, within ten (10) working days of the rejection of the grievance at Step One. A written reply to the appeal must be made within ten (10) working days after the presentation.

- (c) **Step Three.**

- (1) If grievant is not satisfied with settlement of the grievance at Step Two, he may appeal the grievance to step Three, the Joint Conference. The Joint Conference may consist of the following six (6):

- (a) For the Faculty Federation:

- (1) FFECC President or his designee.
 - (2) FFECC Grievance Chairman or his designee.
 - (3) FFECC designee.

- (b) For the Employer:

- (1) Erie County Director of Labor Relations or his designee.
 - (2) President of Erie Community College.
 - (3) Appropriate College Administrator.

- (2) The Joint Conference shall convene monthly throughout the year with an agenda of written grievances to be submitted by the Federation and/or Employer at least ten (10) calendar days prior to the meeting date. The Joint Conference monthly meeting shall be extended to the following day when necessary to exhaust the

agenda, it being understood that if the second day does not exhaust the particular agenda, additional meetings may be mutually agreed to by the Parties.

- (3) Additional meetings of the Joint Conference shall be held at the request of the Federation or Employer. Such requests, however, shall be made only in situations of real and substantial importance requiring immediate attention and resolution.
- (4) The Federation shall receive the decision of the Employer within ten (10) business days of the conclusion of the Joint Conference Meeting.
- (5) Grievances must be moved to arbitration by the Federation within sixty (60) calendar days following receipt of the third step answer or the grievance shall be deemed settled at the third step.

- (d) **Step Four.** Arbitration Stage. If a solution satisfactory to the FFECC and the County is impossible to reach at this Conference, the Parties agree to voluntarily submit the issue to binding arbitration. The Voluntary Rules and Procedures of the American Arbitration Association are to govern this process procedurally. The Federation will submit a copy of the Demand to the County and the College requesting assignment of an arbitrator from a permanent list of five mutually agreed to arbitrators.

The Permanent List of arbitrators is found in Annex C of this Contract. The list of arbitrators shall be maintained at no fewer than 8 and shall be updated from time to time. Either party may strike one (1) Arbitrator from this list during the term of this Agreement.

The arbitrator's decision shall be final and binding. Each Party shall be responsible for compensating its own representative and witnesses. If either Party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy of the record available without charge to the other Party and to the arbitrator. The arbitrator shall hear the issues and make decisions binding on all Parties on all issues. The services of the arbitrator shall be paid for by the FFECC and County/College in equal amount. The arbitrator's decision shall be in writing and rendered no later than thirty (30) days after the conclusion of the hearing.

- (1) When the Federation submits a demand for arbitration, it shall do so on an alternating basis commencing with the first demand being filed with the first name on the list.
- (2) If, upon receipt of a demand for arbitration, the first arbitrator on the list upon whom the demand is served is unable to schedule a hearing within 45 days, the parties shall contact the next arbitrator.
- (3) If, upon receipt of a demand for arbitration, the second arbitrator on the list upon whom the demand is served is unable to schedule a hearing within 45 days, the parties shall contact the next arbitrator.
- (4) The arbitrator who at this time in the procedure offers the first acceptable date shall be so designated to hear the case.
- (5) In the case the arbitrators are no longer able to hear cases, the parties will have thirty (30) days to mutually agree upon replacements.
- (6) The selection of arbitrators shall rotate between those listed in such a manner as to ensure that the same arbitrator is not at the beginning of each list.
- (7) If an arbitrator declines to serve or asks to be withdrawn from the list, the Parties shall mutually agree on a replacement.
- (8) The timelines herein may be waived by mutual agreement of the Parties.

ARTICLE 73 SALARY

- (1) Pay Periods, Pay Checks and/or Direct Deposits.
 - (a) The salary of all full-time FFECC employees shall be paid on a bi-weekly basis. All academic 10-month employees shall be paid on a bi-weekly basis over the calendar year but may, at the employee's option, receive his/her salary in 21 payments with written notice to the Payroll Department three weeks prior to the first pay period of the academic year. Notification of this option and a printed form for this purpose shall be given when hiring agreements are made.
 - (b) The College will make appropriate arrangements to forward ten (10) month Faculty members' salary checks for pay days that occur outside the academic year, postage being absorbed by the College.
 - (c) Any payroll deductions shall be made in uniform increments.
 - (d) Payments for overload and oversize will start by the sixth (6) week of the semester in which the overload occurs.
 - (e) Payments for excess instructional preparations, as provided for in Article 21 will start by the sixth (6) week of the Spring Semester. Effective September 1, 2006, payments for instructional preparations will cease.

- (2) Increment Steps.

Movement through the schedule at the rate of one increment per year to Step VII (where applicable) shall be based on merit. All faculty must work a full semester (beginning with the first day of instruction) in the academic year if they are to be eligible to receive an increment.

- (3) Salary Schedules.

A \$3,000 payment upon final contract approval payable to individuals currently employed on a full-time or RPT basis and who were employed on a full-time or RPT basis during the 2005-06 academic year. Such amount will be added to the 2005-06 pay scale and be used as a basis for the 2006-07 pay charts. A \$3,000 payment will be made in a separate check after final contract approval.

Salary schedules for full-time Faculty and non-ranked staff covered by this Agreement are set forth in Appendices attached hereto and made a part hereof reflect the increases listed below (see APPENDIX A).

| Year | Increase |
|-----------|---|
| 2005-2006 | \$3,000 One-time payment |
| 2006-2007 | \$3,000 applied to Salary Schedule at each step |
| 2007-2008 | 0% |
| 2008-2009 | 1% |

Effective September 1, 2007, all academic (10-month) employees including those who choose to be paid the annual salary over a 12-month period will be paid on a bi-weekly basis.

Effective for the 2008-2009 academic year, an Overload and Part-time Teaching rate re-opener. (Negotiations for this re-opener will commence in January, 2008.)

- (4) Longevity Pay.
 - (a) The current policy covering the payment of a one-half (1/2) longevity increment to an employee with a total of nine (9) years of continuous service and five (5) years at the maximum of the Job Group will be continued.
 - (b) All employees receiving the first one-half (1/2) longevity increment for a period of five (5) continuous years in the same position will receive a second one-half (1/2) increment.
 - (c) Again, on the completion of another five (5) continuous years of service, in the same position, the employee will receive a third one-half (1/2) increment. Effective September 1, 1997, the five (5) years in (b) and (c) above shall be changed to four (4). Effective September 1, 2008, a new Longevity Step D will be included in the Salary Schedule which will be ½ of 1 percent of the Longevity Step C for employees who completed three (3) continuous years of service in Longevity Step C.

- (d) In computing longevity increment eligibility, when appointments are made on January 1st or September 1st, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.
- (e) Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1st or September 1st falls.

(5) Pay Period. The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the payday. The ten (10) day pay period will be continued.

(6) Upon written request of any bargaining unit member, the College, on the pay date, will transfer all or a portion of each pay, as the employee may request, to any bank designated by the employee and accepted and approved by the College and the Erie County Division of Personnel.

(7) **Part-time Rates.**

- (a) Part-time teaching rate:

| | |
|-----------------------------|------------------------|
| Effective September 1, 2005 | \$500 per contact hour |
| Effective January 22, 2007 | \$600 per contact hour |
| Effective September 1, 2008 | Rate re-opener |

Effective September 1, 2007, part-time instruction staff will be compensated each semester on a contact-hour basis eliminating the need for time cards.

- (b) Part-time Non-instructional rate:

| | |
|-----------------------------|-------------------|
| Effective September 1, 2005 | \$13.38 per hour |
| Effective September 1, 2006 | \$25.00 per hour* |

*This non-instructional rate is for faculty performing non-instructional academic activities and for part-time counselors, and part-time librarians. This rate will not be used for Workforce Development/Corporate Training activities.

- (c) Part-time NTTP Rates:

Effective July 1, 2007, the hourly rate of pay for 19 hour part-time NTTPs will be based on the equivalent pay rate of the full-time rates for Job Group 6 Step 1 and Job Group 9 Step 1.

The equivalent hourly rate for the contract years are as follows:

| Rate of Pay | 2006-2007 | 2007-2008 | 2008-2009 |
|---|-----------|-----------|-----------|
| Part-time NTTP Group 6 Step 1 (hourly) | \$14.86 | \$14.86 | \$15.01 |

NTTP The minimum qualification for a part-time NTTP (Technical Assistant) shall be 60 college credits for a part-time NTTP at the hourly rate equivalent to Job Group 6 Step 1.

| Rate of Pay | 2006-2007 | 2007-2008 | 2008-2009 |
|---|-----------|-----------|-----------|
| Part-time NTTP (1) Group 9 Step 1 (hourly) | \$18.06 | \$18.06 | \$18.24 |

NTTP (1) The minimum qualification for a part-time NTTP (1) is either 10 years of uninterrupted service at ECC in either a full (or) part-time position as an NTTP Job Group 6 (or) a B.S./B.A. degree plus 8 years experience at Job Group 6. The equivalent hourly rate for the NTTP (1) is equivalent to full-time Job Group 9 Step 1.

- (d) Part-time Mentor rate:

| | |
|-----------------------------|---------------|
| Effective September 1, 2006 | \$18 per hour |
|-----------------------------|---------------|

- (8) Overload Compensation

| | |
|-----------------------------|------------------------|
| Effective September 1, 2005 | \$500 per contact hour |
| Effective January 22, 2007 | \$600 per contact hour |
| Effective September 1, 2008 | Rate re-opener |

- (9) Community Service (Workforce Development)
When teaching for Community Service or Workforce Development, full-time faculty will be paid at the Overload rate (Article 68(8)). In addition, for each classroom hour, full-time faculty will be paid an additional hour for preparation at the non-instructional rate (Article 68(7)).

| | | | |
|-------------------|---------|------------------------|---------|
| Part-time Faculty | \$28.11 | Non-Instructional Rate | \$13.38 |
| Full-time Faculty | \$32.11 | Non-Instructional Rate | \$13.38 |

Workforce Development and Corporate Training rates of pay and practices will remain unchanged.

- (10) Online Course Compensation
When teaching an online course for the first time, faculty will be paid additional compensation at the overload rate per contact hour, i.e., additional payment to be calculated by the number of contact hours times the overload rate per contact hour.
- (11) Effective September 2006, all non-credit and credit grant-related courses with the exception of Workforce Development and Corporate Training will be compensated at the current overload and non-instructional rate.
- (12) Effective January 1, 2008, the College agrees to compensate full-time FFECC members for the development and ultimate approval of a new college credit course. In order for a faculty member to receive payment he/she must develop the course, submit new course proposal and ultimately gain approval of the College Wide Curriculum Committee. The payment will be at the current overload rate, consistent with contact hours of the newly approved course.

ARTICLE 74 PRESIDENT'S LIFETIME SERVICE AWARD

An award may be given to a faculty member who has demonstrated an outstanding long-term commitment to the College. This award is to be given by the President of the College under the following circumstances:

- (1) The selection process is a joint effort between the College and the FFECC. The President of the FFECC will recommend an individual to the College President who will, within his sole discretion, make the appointment.
- (2) The individual must have at least 10 years of service at the College.
- (3) This award may only be granted again when the current recipient terminates full-time employment with the College.
- (4) The award will be in the form of a single rank advancement and will carry all the rights, remuneration and privileges associated with the new rank.

ARTICLE 75 SAVINGS CLAUSE

If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the Parties or in one based on a similar state of facts) invalidates any portion of the Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

ARTICLE 76 EFFECTIVE DATE AND TERM

THIS AGREEMENT and the provisions therein, shall be effective as of September 1, 2005, unless otherwise provided herein, shall continue in full force and effect until midnight August 31, 2009, and thereafter; unless, at least one hundred twenty (120) days prior to any expiration date, notice to amend or terminate is given by either Party to the other, in which event, the Agreement shall terminate on such expiration date, unless otherwise extended or modified in writing by the Parties hereto.

The FFECC shall be on notice that the College/County with the signing of this agreement will only recognize those memoranda agreements, memoranda of understanding and past practices that are

contained in the collective bargaining agreement. With the signing of the collective bargaining agreement, all agreements and past practices not included in the FFECC contract are hereby terminated.


Memorandum of Understanding Agreement

For the 2005 – 2009 FFECC Contract

The attached items of agreement constitute changes to the previous (September 1, 2000 – August 31, 2005) Collective Bargaining Agreement between the FFECC and Erie Community College and Erie County. These changes will be incorporated into the previous Collective Bargaining Agreement dated September 1, 2000 – August 31, 2005. Pages 1 – 6 are changes to Articles, page 7 lists release hours for department chairs for 2005 - 2007, page 8 lists changes to the release time and stipends for department chairs for September 2007 – August 2009, and pages 9 through 11 are changes to the existing salary schedule.

These changes to the Collective Bargaining Agreement were unanimously approved by the Executive Committee of the FFECC on September 1, 2006, and were ratified by a majority of the membership of the FFECC at a September 6, 2005, ratification meeting.

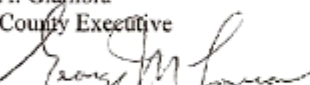
FOR THE FACULTY FEDERATION



Andrew Sako
President, Faculty Federation of Erie Community College

Date: 9/15/06

FOR THE COUNTY OF ERIE


Joel A. Giambra
Erie County Executive



George M. Loncar
Erie County Director of Labor Relations

Date: _____

Date: 9/16/06

FOR ERIE COMMUNITY COLLEGE



William J. Mariani
President, ECC


James G. Corasanti, M.D., Ph.D.
Chairman, ECC Board of Trustees

Date: 9/14/06

Date: 9/14/06

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals the _____ day of _____, 2006.

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY
CLERK'S OFFICE

BUFFALO, N.Y., OCTOBER 12, 2006

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, That at the 18th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo on the Twelfth day of October 2006 A.D. a Resolution was adopted, of which the following is a true copy:

WHEREAS, the County of Erie, Erie Community College and the Faculty Federation of Erie Community College have reached an agreement covering the working conditions, including wages and fringe benefits, for those employees of the County of Erie and Erie Community College represented by the Faculty Federation of Erie Community College, for the period of September 1, 2005 through August 31, 2009; and

WHEREAS, the terms of said agreement have been ratified by members of the Faculty Federation of Erie Community College on September 15, 2006 and approved by the Board of Trustees of Erie Community College on September 14, 2006;

NOW, THEREFORE, BE IT

RESOLVED, that the attached amendments to the fiscal year 2005-2009 Collective Bargaining Agreement are hereby approved effective September 1, 2005 except as otherwise specified and agreed to and shall remain in full force until August 31, 2009; and be it further

RESOLVED, that the Director of Budget, Management and Finance is hereby granted authority to make any and all transfers of funds as required to implement the agreement; and be it further

RESOLVED, that authorization is hereby given for the County to enact said agreement; and be it further

RESOLVED, that certified copies of this resolution will be forwarded to the Personnel Department, Division of Labor Relations, Division of Budget, Management and Finance, the Office of County Comptroller and Erie Community College.

REFERENCE: COMM. 18E-28

ATTEST



DAVID J. SWARTS
Interim Clerk of the Legislature of Erie County

APPENDICES

APPENDIX A: Salary Schedules for 2005 – 2009

APPENDIX B: Adjunct Faculty Contract for Professional Services

APPENDIX C: Health Care Plans

APPENDIX D: Evaluation Documents

- Non-Teaching Technical Professionals
- Full-Time Counselor Evaluation (Peer-Student-Supervisory)
- Department Chair Counselor Evaluation (Supervisory-Peer)
- Full-Time Teaching Faculty Evaluation (Peer-Student-Supervisory)
- Department Chair Evaluation (Supervisory-Peer)
- Full-Time Librarian Evaluation (Peer-Student-Supervisory)

APPENDIX E: Advanced Studies Articulation Agreement

APPENDIX F: Police Training Agreement

APPENDIX G: Arbitrator List

Appendix A Salary Schedules
FFECC SALARY SCHEDULE 2005 – 2009

| JOB GRADE | JOB GROUPS | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | LONG A | LONG B | LONG C | LONG D |
|----------------------|------------------------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 9 | Instructor | 2008-2009 | 36,986 | 38,985 | 40,973 | 42,985 | 44,983 | 46,969 | 48,978 | 51,088 | 52,051 | 53,026 | 54,025 | 54,295 |
| | College Librarian | 2007-2008 | 36,620 | 38,599 | 40,567 | 42,559 | 44,538 | 46,504 | 48,493 | 50,582 | 51,536 | 52,501 | 53,490 | |
| | | 2006-2007 | 36,620 | 38,599 | 40,567 | 42,559 | 44,538 | 46,504 | 48,493 | 50,582 | 51,536 | 52,501 | 53,490 | |
| | | 2005-2006 | 33,620 | 35,599 | 37,567 | 39,559 | 41,538 | 43,504 | 45,493 | 47,582 | 48,536 | 49,501 | 50,490 | |
| 11 | Assistant Professor | 2008-2009 | 43,320 | 46,209 | 48,021 | 50,387 | 52,730 | 55,087 | 57,447 | 59,891 | 61,024 | 62,186 | 63,362 | 63,679 |
| | Senior College Librarian | 2007-2008 | 42,891 | 45,751 | 47,546 | 49,888 | 52,208 | 54,542 | 56,878 | 59,298 | 60,420 | 61,570 | 62,735 | |
| | | 2006-2007 | 42,891 | 45,751 | 47,546 | 49,888 | 52,208 | 54,542 | 56,878 | 59,298 | 60,420 | 61,570 | 62,735 | |
| | | 2005-2006 | 39,891 | 42,751 | 44,546 | 46,888 | 49,208 | 51,542 | 53,878 | 56,298 | 57,420 | 58,570 | 59,735 | |
| 13 | Associate Professor | 2008-2009 | 51,834 | 54,694 | 57,554 | 60,408 | 63,275 | 66,133 | 68,897 | 0 | 70,181 | 71,491 | 72,830 | 73,194 |
| | Principle College Librarian | 2007-2008 | 51,321 | 54,152 | 56,984 | 59,810 | 62,649 | 65,478 | 68,215 | 0 | 69,486 | 70,783 | 72,109 | |
| | | 2006-2007 | 51,321 | 54,152 | 56,984 | 59,810 | 62,649 | 65,478 | 68,215 | | 69,486 | 70,783 | 72,109 | |
| | | 2005-2006 | 48,321 | 51,152 | 53,984 | 56,810 | 59,649 | 62,478 | 65,215 | (*) | 66,486 | 67,783 | 69,109 | |
| 14 | Professor | 2008-2009 | 57,405 | 60,621 | 63,837 | 67,043 | 70,250 | 73,600 | 0 | 0 | 74,978 | 76,386 | 77,817 | 78,207 |
| | | 2007-2008 | 56,837 | 60,021 | 63,205 | 66,379 | 69,554 | 72,871 | 0 | 0 | 74,236 | 75,630 | 77,047 | |
| | | 2006-2007 | 56,837 | 60,021 | 63,205 | 66,379 | 69,554 | 72,871 | | | 74,236 | 75,630 | 77,047 | |
| | | 2005-2006 | 53,837 | 57,021 | 60,205 | 63,379 | 66,554 | 69,871 | (*) | | 71,236 | 72,630 | 74,047 | |

Non-Teaching Professionals Salary Schedule 2005 – 2009

| JOB GRADE | JOB GROUPS | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | LONG A | LONG B | LONG C | LONG D |
|-----------|------------------------------------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 6 | Technical Assistant | 2007-2008 | 30,908 | 32,179 | 33,449 | 34,719 | 35,984 | 37,308 | 38,669 | 40,161 | 40,942 | 41,733 | 42,539 | |
| | | 2006-2007 | 30,908 | 32,179 | 33,449 | 34,719 | 35,984 | 37,308 | 38,669 | 40,161 | 40,942 | 41,733 | 42,539 | |
| | | 2005-2006 | 27,908 | 29,179 | 30,449 | 31,719 | 32,984 | 34,308 | 35,669 | 37,161 | 37,942 | 38,733 | 39,539 | |
| 9 | Assistant Child Care Teacher | | | | | | | | | | | | | |
| | Athletic Trainer | 2008-2009 | 37,934 | 39,988 | 42,040 | 44,093 | 46,152 | 47,784 | 49,578 | 51,867 | 53,070 | 54,301 | 55,569 | 55,847 |
| | Electrical Technician | 2007-2008 | 37,558 | 39,592 | 41,624 | 43,656 | 45,695 | 47,311 | 49,087 | 51,353 | 52,545 | 53,763 | 55,019 | |
| | Coordinator of Audio Visual | 2006-2007 | 37,558 | 39,592 | 41,624 | 43,656 | 45,695 | 47,311 | 49,087 | 51,353 | 52,545 | 53,763 | 55,019 | |
| | Senior Technical Assistant | 2005-2006 | 34,558 | 36,592 | 38,624 | 40,656 | 42,695 | 44,311 | 46,087 | 48,353 | 49,545 | 50,763 | 52,019 | |
| | Mentor | | | | | | | | | | | | | |
| 11 | Master Electrical Technician | 2008-2009 | 44,000 | 46,225 | 48,561 | 51,014 | 53,590 | 56,295 | 59,134 | 62,116 | 64,191 | 65,806 | 67,461 | 67,798 |
| | Master Technical Assistant | | | | | | | | | | | | | |
| 11 | Counselor | 2008-2009 | 44,441 | 46,863 | 49,287 | 51,701 | 54,092 | 56,557 | 58,965 | 61,482 | 62,641 | 63,837 | 65,050 | 65,375 |
| | Senior Coordinator of Audio Visual | 2007-2008 | 44,001 | 46,399 | 48,799 | 51,189 | 53,556 | 55,997 | 58,381 | 60,873 | 62,021 | 63,205 | 64,406 | |
| | | 2006-2007 | 44,001 | 46,399 | 48,799 | 51,189 | 53,556 | 55,997 | 58,381 | 60,873 | 62,021 | 63,205 | 64,406 | |
| | | 2005-2006 | 41,001 | 43,399 | 45,799 | 48,189 | 50,556 | 52,997 | 55,381 | 57,873 | 59,021 | 60,205 | 61,406 | |

| JOB GRADE | JOB GROUPS | | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | LONG A | LONG B | LONG C | LONG D |
|--------------|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 13 | Senior Counselor Principal Coordinator of Audio Visual | 2008-2009 | 51,599 | 54,548 | 57,493 | 60,429 | 63,362 | 66,302 | 69,396 | 0 | 70,721 | 72,079 | 73,452 | 73,820 |
| | | 2007-2008 | 51,088 | 54,008 | 56,924 | 59,831 | 62,735 | 65,646 | 68,709 | 0 | 70,021 | 71,365 | 72,725 | |
| | | 2006-2007 | 51,088 | 54,008 | 56,924 | 59,831 | 62,735 | 65,646 | 68,709 | | 70,021 | 71,365 | 72,725 | |
| | | 2005-2006 | 48,088 | 51,008 | 53,924 | 56,831 | 59,735 | 62,646 | 65,709 | (*) | 67,021 | 68,365 | 69,725 | |
| 14 | Principal Counselor | 2008-2009 | 57,327 | 60,629 | 63,933 | 67,235 | 70,523 | 73,907 | 0 | 0 | 75,323 | 76,763 | 78,242 | 78,633 |
| | | 2007-2008 | 56,759 | 60,029 | 63,300 | 66,569 | 69,825 | 73,175 | 0 | 0 | 74,577 | 76,003 | 77,467 | |
| | | 2006-2007 | 56,759 | 60,029 | 63,300 | 66,569 | 69,825 | 73,175 | | | 74,577 | 76,003 | 77,467 | |
| | | 2005-2006 | 53,759 | 57,029 | 60,300 | 63,569 | 66,825 | 70,175 | (*) | | 71,577 | 73,003 | 74,467 | |

Adjunct Faculty Contract For Professional Services

Name _____ Department _____
 Social Security Number _____ Campus Location _____
 Total Contact Hours _____

| Campus | Course Number | Course Title | Number of Students | Days and Times | Credit Hours | Contact Hours |
|--------|---------------|--------------|--------------------|----------------|--------------|---------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Total Number of Courses _____ Total Contact Hours _____

I agree to provide Erie Community College, its students, and the _____ Academic Unit professional instructional services. I will provide all course content provided on the official course syllabus and outline. These services will be rendered during the term of the semester, _____, only. I agree to meet the classes at the appointed days and time for the semester starting _____ and ending _____ for _____ weeks. I will agree to the conditions of employment under the terms of the contract between FFECC and Erie County and Erie Community College. It is agreed that I will be paid for the total contact hours listed at the current overload/part-time rate.

Total Contact Hours

Adjunct Faculty Member Signature

Department Chair Signature

Amount of Payment

**Assistant Academic Dean
 Schedule verified by AAD**

Payroll Department

copies: - Adjunct Faculty Member
 - Department Chair
 - Assistant Academic Dean
 - FFECC Membership Chair
 - FFECC President
 - Associate Vice President
 - Payroll

Adjunct Faculty Contract for Professional Services Form

Appendix B: Health Care Plans

Appendix B-1: Core Plan

CORE PLAN - Summary of Benefits

| Traditional Blue POS 203 | In-Network Deductible/Copay/ Coinsurance | Out-of-Network (Deductible applies) |
|--|--|---|
| Medical Services | | |
| Office visits | \$10 copay | 20% |
| Routine physicals | \$10 copay | Not covered |
| Well child visits and immunizations (up to age 19) | Covered in full | 20% |
| Diagnostic x-rays | \$10 copay | 20% |
| Laboratory testing | Covered in full | 20% |
| Chiropractic care - 8 maintenance; unlimited visits when medically necessary | \$10 copay | 20% |
| MRI | \$10 copay | 20% |
| Specialist visits | \$10 copay | 20% |
| Women's Services | | |
| Maternity care (prenatal & post-natal care) | Covered in full after initial \$10 copay | 20% |
| Gynecological office visits | \$10 copay | 20% |
| Mammograms | Covered in full | 20% |
| Routine pap smear | Covered in full | 20% |
| Hospital Care | | |
| Inpatient stay - semi private room | \$100 deductible | 20% |
| Outpatient surgery facility | \$10 copay | 20% |
| Chemotherapy, radiation therapy, inhalation therapy | \$10 copay | 20% |
| Cardiac rehabilitation (24 visits per year) | \$10 copay | 20% |
| Occupational, speech, physical therapy (30 visits per therapy) | \$10 copay | 20% |
| Emergency room visit (waived if admitted to hospital) | \$50 copay | \$50 |
| Emergency ambulance (medically necessary) | \$50 copay | \$50 |
| Mental Health Care | | |
| Inpatient (30 days per member per year) | \$100 deductible | 20% |
| Outpatient (30 visits per member per year) | \$10 copay | 20% |
| Substance Abuse Treatment | | |
| Inpatient detoxification (7 days per calendar year) | \$100 deductible | 20% |
| Inpatient rehabilitation (30 days per calendar year) | \$100 deductible | Not Covered |
| Outpatient (60 visits per calendar year) | \$10 copay | 20% |

Other Services

| | | |
|---|-----------------|-------------|
| Acupuncture (6 visits per calendar year) | \$10 copay | Not Covered |
| Massage therapy (12 visits per calendar year) | \$10 copay | Not Covered |
| Diabetic supplies and equipment | \$10 copay | 20% |
| Durable medical equipment | 50% coinsurance | 50% |
| Home health care (unlimited visits) | Covered in full | 20% |
| Hospice (210 days) | Covered in full | 20% |
| Prosthetic devices | 50% coinsurance | Not Covered |
| Skilled nursing facility non-custodial (unlimited days) | Covered in full | 20% |
| Prescription drugs (up to a 30 day supply) | \$5/\$7/\$10 | Not Covered |

Vision Care

| | | |
|--------------------------------|------------|-------------|
| Routine vision exam every year | \$10 copay | Not covered |
|--------------------------------|------------|-------------|

Dependent Coverage

| | | |
|--|----|----|
| Dependent coverage to age (coverage terminates on last day of birth month) | 25 | 25 |
|--|----|----|

Out-of-network

| | | |
|-----------------------|-----|-----------------|
| Deductible | N/A | \$500/\$1,000 |
| Coinsurance | N/A | 20% |
| Out-of-pocket maximum | N/A | \$2,500/\$5,000 |
| Annual maximum | N/A | None |
| Lifetime maximum | N/A | None |

Appendix B-2: Value Plan

VALUE PLAN - Summary of Benefits

| Traditional Blue POS 204 | In-Network Deductible/Copay/ Coinsurance | Out-of-Network (Deductible applies) |
|--|--|---|
| Medical Services | | |
| Office visits | \$15 copay | 25% |
| Routine physicals | \$15 copay | Not covered |
| Well child visits and immunizations (up to age 19) | Covered in full | 25% |
| Diagnostic x-rays | \$15 copay | 25% |
| Laboratory testing | Covered in full | 25% |
| Chiropractic care (medically necessary only) | \$15 copay | 25% |
| MRI | \$15 copay | 25% |
| Specialist visits | \$15 copay | 25% |
| Women's Services | | |
| Maternity care (prenatal & post-natal care) | Covered in full after initial \$15 copay | 25% |
| Gynecological office visits | \$15 copay | 25% |
| Mammograms | Covered in full | 25% |
| Routine pap smear | Covered in full | 25% |
| Hospital Care | | |
| Inpatient stay – semi private room | \$300 deductible | 25% |
| Outpatient surgery facility | \$15 copay | 25% |
| Chemotherapy, radiation therapy, inhalation therapy | \$15 copay | 25% |
| Cardiac rehabilitation (24 visits per year) | \$15 copay | 25% |
| Occupational, speech, physical therapy (20 visits per therapy) | \$15 copay | 25% |
| Emergency room visit (waived if admitted to hospital) | \$100 copay | \$100 |
| Emergency ambulance (medically necessary) | \$100 copay | \$100 |
| Mental Health Care | | |
| Inpatient (30 days per member per year) | \$300 deductible | 25% |
| Outpatient (30 visits per member per year) | \$15 copay | 25% |

Substance Abuse Treatment

| | | |
|--|------------------|-------------|
| Inpatient detoxification (7 days per calendar year) | \$300 deductible | 25% |
| Inpatient rehabilitation (30 days per calendar year) | \$300 deductible | Not Covered |
| Outpatient (60 visits per calendar year) | \$15 copay | 25% |

Other Services

| | | |
|---|-----------------|-------------|
| Diabetic supplies and equipment | \$15 copay | 25% |
| Durable medical equipment | 50% coinsurance | 50% |
| Home health care (unlimited visits) | Covered in full | 25% |
| Hospice (210 days) | Covered in full | 25% |
| Prosthetic devices | 50% coinsurance | Not Covered |
| Skilled nursing facility non-custodial (unlimited days) | Covered in full | 25% |
| Prescription drugs (up to a 30 day supply) | \$10/\$15/\$20 | Not Covered |

Vision Care

| | | |
|---|------------|-------------|
| Routine vision exam one every two years | \$15 copay | Not covered |
|---|------------|-------------|

Dependent Coverage

| | | |
|--|----|----|
| Dependent coverage to age (coverage terminates on last day of birth month) | 19 | 19 |
|--|----|----|

Out-of-network

| | | |
|-----------------------|-----|-----------------|
| Deductible | N/A | \$1,000/\$2,000 |
| Coinsurance | N/A | 25% |
| Out-of-pocket maximum | N/A | \$2,500/\$5,000 |
| Annual maximum | N/A | None |
| Lifetime maximum | N/A | None |

Appendix B-3: Enhanced Plan

ENHANCED PLAN - Summary of Benefits

| Traditional Blue POS 202 | In-Network Deductible/Copay/ Coinsurance | Out-of-Network (Deductible applies) |
|--|--|---|
| Medical Services | | |
| Office visits | \$8 copay | 20% |
| Routine physicals | \$8 copay | Not covered |
| Well child visits and immunizations (up to age 19) | Covered in full | 20% |
| Diagnostic x-rays | \$8 copay | 20% |
| Laboratory testing | Covered in full | 20% |
| Chiropractic care - 8 maintenance; unlimited visits when medically necessary | \$8 copay | 20% |
| MRI | \$8 copay | 20% |
| Specialist visits | \$8 copay | 20% |
| Women's Services | | |
| Maternity care (prenatal & post-natal care) | Covered in full after initial \$8 copay | 20% |
| Gynecological office visits | \$8 copay | 20% |
| Mammograms | Covered in full | 20% |
| Routine pap smear | Covered in full | 20% |
| Hospital Care | | |
| Inpatient stay - semi private room | Covered in full | 20% |
| Outpatient surgery facility | \$8 copay | 20% |
| Chemotherapy, radiation therapy, inhalation therapy | \$8 copay | 20% |
| Cardiac rehabilitation (24 visits per year) | \$8 copay | 20% |
| Occupational, speech, physical therapy (30 visits per therapy) | \$8 copay | 20% |
| Emergency room visit (waived if admitted to hospital) | \$35 copay | \$35 |
| Emergency ambulance (medically necessary) | \$35 copay | \$35 |
| Mental Health Care | | |
| Inpatient (30 days per member per year) | Covered in full | 20% |
| Outpatient (30 visits per member per year) | \$8 copay | 20% |

Substance Abuse Treatment

| | | |
|--|-----------------|-------------|
| Inpatient detoxification (7 days per calendar year) | Covered in full | 20% |
| Inpatient rehabilitation (30 days per calendar year) | Covered in full | Not Covered |
| Outpatient (60 visits per calendar year) | \$8 copay | 20% |

Other Services

| | | |
|---|-----------------|-------------|
| Acupuncture (6 visits per calendar year) | \$8 copay | Not Covered |
| Massage therapy (12 visits per calendar year) | \$8 copay | Not Covered |
| Diabetic supplies and equipment | \$8 copay | 20% |
| Durable medical equipment | 20% coinsurance | 50% |
| Home health care (unlimited visits) | Covered in full | 20% |
| Hospice (210 days) | Covered in full | 20% |
| Prosthetic devices | 20% coinsurance | Not Covered |
| Skilled nursing facility non-custodial (unlimited days) | Covered in full | 20% |
| Prescription drugs (up to a 30 day supply) | \$0/\$7/\$10 | Not Covered |

Vision Care

| | | |
|--------------------------------|-----------|-------------|
| Routine vision exam every year | \$8 copay | Not covered |
|--------------------------------|-----------|-------------|

Dependent Coverage

| | | |
|--|----|----|
| Dependent coverage to age (coverage terminates on last day of birth month) | 25 | 25 |
|--|----|----|

Out-of-network

| | | |
|-----------------------|-----|-----------------|
| Deductible | N/A | \$300/\$600 |
| Coinsurance | N/A | 20% |
| Out-of-pocket maximum | N/A | \$2,000/\$4,000 |
| Annual maximum | N/A | None |
| Lifetime maximum | N/A | None |

Appendix D: Evaluation Documents (All evaluation documents are currently under Committee review – See ARTICLE 69)

Appendix D-1: NTTP Evaluation

**ERIE COMMUNITY COLLEGE
PERFORMANCE EVALUATION FORM
(Non-Teaching Technical Professionals)**

NAME: _____ SS#: _____

JOB TITLE: _____ DEPT _____

RATER: _____

RATING PERIOD: ☐ Full-time ☐ Part-time FROM: _____ TO: _____

DATE OF HIRE: _____

PURPOSE OF APPRAISAL: ☐ Annual ☐ Probationary ☐ Counseling ☐ Other

COMMENTS: _____

MAJOR JOB DUTIES AS OUTLINED BY CURRENT JOB DESCRIPTION: _____

RATING SCALE:

| | | | | |
|-------------|---|---------------|---|--------------|
| 1 LOWEST | 2 | 3 STANDARD | 4 | 5 HIGHEST |
|-------------|---|---------------|---|--------------|

| JOB DUTIES | RATING |
|-----------------------------------|--------|
| DUTY 1: COMMENTS: | |
| DUTY 2: COMMENTS: | |
| DUTY 3: COMMENTS: | |
| DUTY 4: COMMENTS: | |
| TIME & ATTENDANCE: COMMENTS: | |
| OVERALL PERFORMANCE: COMMENTS: | |

GOAL SETTING (Mutually agreed upon one year prior to annual appraisal). Note specifically how the employee can make progress towards goals. (Attach other sheets as necessary).

| | |
|----|--|
| 1. | |
| | |
| | |
| 2. | |
| | |
| | |
| 3. | |
| | |
| | |

RATER: _____ DATE: _____

Please note: Each NTTP is to be evaluated by the Department Head or Department Chair and the Assistant Academic Dean using a separate form for each evaluation.

EMPLOYEE SIGNATURE:

DATE:

(Indicates employee has seen the completed form.)

Appendix D-2: Full-Time Counselor Evaluation

FULL-TIME COUNSELOR EVALUATION PEER-STUDENT-SUPERVISORY

Established November 1992, Revised August 1995, Revised February 2002

I. Department Chair Responsibility: The Department Chair/Head is responsible for the Administration of this procedure in accordance with the FFECC contract.

II. Objectives:

1. To ensure that the goals and objectives of the faculty member's performance evaluation reflect the mission of the unit, department, division and the College.
2. To ensure that the goals and objectives of the faculty member's performance evaluation reflect the recommendations of accrediting agencies, program review, and planning documents.
3. To coordinate the administration of faculty evaluations and ensure their completion by the required deadlines. This includes the annual evaluation of non-tenured faculty (deadline February 1), and the evaluation required for rank advancement. In no case may a faculty member evaluation himself/herself, be he/she may request a member of the unit Reappointments Committee to conduct the evaluation.

III. Procedures:

Human Resources Representative

1. Forwards list and evaluation forms to Department Chair and Dean of Students.
2. Lists date evaluation forms were sent to Department Chair.

Department Chair

1. Meets with faculty member(s) to explain the evaluation process by August 1st for non-tenured and February 15th for all others. This can be done in a group meeting.
2. Reviews job duties with faculty member(s).
3. Assists the faculty member(s) in the development of performance goals and objectives.
4. Explains that it is the responsibility of the faculty member to develop a portfolio.
5. Advises faculty member that evaluation will be completed in accordance with the FFECC contract.
6. Works with the Department Reappointment Committee to ensure that the evaluation process is completed.

Faculty Member

1. Establishes portfolio
Mandatory Items
 - Transcripts (maintained in personnel folder)
 - Equivalencies (maintained in personnel folder)
 - Samples, flyers, forms, mailings, innovative projects, articles, workshop outlines, etc.
 - Goals and ObjectivesOptional (Examples)
 - Published Papers
 - Organizational Memberships
 - Volunteer
 - Speakers Bureau
 - Conference Presentations/participation
 - Grants
2. Submits portfolio to the chair of the Department Reappointment Committee for review by the Reappointment Committee. The deadlines for this are October 1st for non-tenured faculty and March 1st for all others.
3. Upon completion of the evaluation process and review by the Reappointments Committee, the portfolio will be returned to the faculty member.

Department Reappointment Committee

1. Oversees the completion of the Faculty Evaluation Peer Section I. Only one peer evaluation is required.
2. Administers the Counselor - Student Section II, to 15 student/clients by the end of the fall semester for non-tenured faculty and by March 1st for all others.
3. Meets with faculty member by November 1st for non-tenured faculty and March 15th for all others.
4. This package remains confidential in nature and will be distributed only to those individuals specified in this document.
5. Discuss Faculty Evaluation - Peer Section I.
6. Discuss the Faculty Evaluation - Student Section II.
7. Sign and date Faculty Evaluation - Peer Section I and Student Section II.
8. Compile and verify summary sheet of Faculty Evaluation Student Section II.
9. Gives evaluation to faculty member.

Faculty Member

1. Receives and reviews Faculty Evaluation-Peer Section I
2. Documents comments on the Faculty Evaluation - Peer Section I
3. If faculty member disagrees with Peer Evaluation, that faculty member can receive one other evaluation by a member of Department Reappointment Committee, or unit/division Reappointment Committee.
4. Signs and dates form in the presence of the Department Reappointment Committee.

Dean of Students/Appropriate Administrator

1. Meets with faculty member(s) to explain the Supervisory Section III Evaluation process by the third week in the semester.
2. Reviews and completes Faculty Evaluation - Supervisory Section III.
3. Meets with faculty member by November 1st for non-tenured faculty and March 15th for all others.
4. Signs and dates Faculty Evaluation - Supervisory Section III.
5. Gives evaluation to faculty member.

Faculty Member

1. Reviews evaluation forms - Supervisory Section III.
2. Completes employee comments on the Faculty Evaluation Supervisory Section III, and can make comments in response to the Student Evaluation.
3. If faculty member disagrees with Supervisory Evaluation, that member will be given an opportunity to speak to the Dean of Students or appropriate administrator and may receive one other evaluation by another administrator of the faculty member's choice.
4. Signs and dates form in the presence of the Dean of Students or appropriate administrator.

Dean of Students/Appropriate Administrator

Reviews evaluation for completeness and forwards to the Department Reappointment Committee Chair to be included in the entire evaluation package.

Department Reappointment Committee Chair

1. Reviews comments, and forwards the Peer, Student, Supervisory Evaluation forms to the Associate Vice Presidents.
2. Those not recommended for reappointment, tenure or rank advancement will follow FFECC contract procedures.

College Vice President

1. Reviews with Dean of Students or appropriate administrator, makes recommendations, and forwards the evaluation materials to the Human Resources Department by April 1st of each year for tenure and rank advancement.
2. Faculty member has the right to review, respond to comments, initial all evaluation materials, and to insist on strict adherence to contractual procedures.

Human Resources Representative

1. Receives, logs and checks for completeness.
2. If form was not signed, gives to Director of Human Resources for review. Files forms in personnel folder.

COUNSELOR EVALUATION – PEER SECTION 1

Counselor: _____ Title: _____

Campus: _____ Date: _____

Observer Signature: _____

Scale: 2 – Meets Minimum Requirements'
 1 – Unsatisfactory
 N/A – Not Applicable

| COUNSELING ACTIVITIES | | RATING |
|-----------------------|--|--------|
| 1. | Posts and keeps office hours regularly. Comments: | |
| 2. | Keeps scheduled appointments. Comments: | |
| 3. | Was knowledgeable and informative in assisting the student. Comments: | |
| 4. | Responds in a responsible professional manner. Comments: | |
| 5. | Encourages active student participation in resolving the issue. Comments: | |
| 6. | Establishes a sensitivity to the student needs. Comments: | |
| 7. | Promotes integration with academic and student services. Comments: | |
| 8. | Formulates initiates and/or participates in the execution of programs or projects beneficial to the students of the school. Comments: | |
| 9. | Cooperates well with members of the department and shares in departmental committee work. Comments: | |
| 10. | Participates in school extra-curricular activities either formally or informally. Comments: | |
| 11. | Serves on or volunteers for college-wide committees. Comments: | |
| 12. | Shows on-going concern for the general welfare of the students. Comments: | |
| 13. | Demonstrates an awareness of and sensitivity to the unique social, cultural, and economic circumstances of students and their racial, ethnic, gender, age, and physical learning differences. Comments: | |
| 14. | Demonstrates the ability to develop, collect, analyze and interpret data and file reports as required. Comments: | |
| 15. | Establishes productive linkages to local colleges, community agencies, and college offices to facilitate referrals. Comments: | |

| PROFESSIONAL ACTIVITIES | | |
|--------------------------------|--|--|
| 1. | Maintains currency in counseling field. Comments: | |
| 2. | Attends formal academic classes, professional seminars or counseling related activities where possible. Comments: | |
| 3. | Maintains contact with other members in his/her field. Comments: | |
| 4. | Is active in appropriate professional organizations. Comments: | |

Answer the section appropriate to your area.

| ADMISSIONS | | |
|------------|---|--|
| 1. | Review Admission documents in timely manner. Comments: | |
| 2. | Maintains liaisons with high school and community agencies. Comments: | |
| 3. | Participates in recruitment activities on a regular basis. Comments: | |
| 4. | Keeps current in admissions criteria. Comments: | |
| COUNSELING | | |
| 1. | Ensures that counseling skills are current. Comments: | |
| 2. | Attends formal academic classes, professional seminars, and/or counseling related activities where possible. Comments: | |
| 3. | Maintains contact with other members in his/her field. Comments: | |
| 4. | Is active in appropriate professional organizations. Comments: | |

Signature of Peer

Date

COUNSELOR EVALUATION – STUDENT SECTION II

Counselor: _____ Title: _____

Campus: _____ Date: _____

Scale:
 3 – Agree
 2 – No Opinion – Does Not Apply
 1 – Disagree

| | | |
|-----|---|--|
| 1. | Counselor was courteous. Comments: | |
| 2. | Counselor helped me to identify methods of solving my problems/concerns. Comments: | |
| 3. | Counselor made me feel comfortable when discussing my concerns. Comments: | |
| 4. | Counselor seemed to be genuinely interested in helping me. Comments: | |
| 5. | Counselor was knowledgeable and informative in handling my situation. Comments: | |
| 6. | Counselor listened well and appeared to understand what I was saying. Comments: | |
| 7. | Counselor maintained an atmosphere of respect and trust in our Counseling session. Comments: | |
| 8. | Counselor has good communication skills. Comments: | |
| 9. | Counselor treated me in a responsible and professional manner. Comments: | |
| 10. | Overall I believe I was well served by this counselor. Comments: | |

IDENTIFY REASON(S) FOR SEEKING COUNSEL:

- | | |
|--|--|
| <input type="checkbox"/> Admissions | <input type="checkbox"/> Withdrawal from College |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> EOP Program |
| a. To another program | |
| b. To another college | |
| <input type="checkbox"/> Academic Concerns | <input type="checkbox"/> Edge Grant |
| <input type="checkbox"/> Personal Counseling | <input type="checkbox"/> Access Agency |
| <input type="checkbox"/> Career Counseling | <input type="checkbox"/> VATEA Program |
| <input type="checkbox"/> Services for Students with Disabilities | |
| <input type="checkbox"/> Other (please specify) | |

Comments: _____

 Student/Client Signature

 Date

COUNSELOR EVALUATION – SUPERVISORY SECTION III

Counselor: _____ Title: _____
Campus: _____ Date: _____
Observer Signature: _____

Scale: 2 – Meets Minimum Requirements
1 – Unsatisfactory
N/A – Not Applicable

| COUNSELING ACTIVITIES | | RATING |
|-----------------------|--|--------|
| 1. | Posts and keeps office hours regularly. Comments: | |
| 2. | Keeps scheduled appointments. Comments: | |
| 3. | Was knowledgeable and informative in assisting the student. Comments: | |
| 4. | Responds in a responsible professional manner. Comments: | |
| 5. | Encourages active student participation in resolving the issue. Comments: | |
| 6. | Establishes sensitivity to the student needs. Comments: | |
| 7. | Promotes integration with academic and student services. Comments: | |
| 8. | Formulates initiates and/or participates in the execution of programs or projects beneficial to the students of the school. Comments: | |
| 9. | Cooperates well with members of the department and shares in departmental committee work. Comments: | |
| 10. | Participates in school extra-curricular activities either formally or informally. Comments: | |
| 11. | Serves on or volunteers for college-wide committees. Comments: | |
| 12. | Shows on-going concern for the general welfare of the students. Comments: | |
| 13. | Demonstrates an awareness of and sensitivity to the unique social, cultural, and economic circumstances of students and their racial, ethnic, gender, age, and physical learning differences. Comments: | |
| 14. | Demonstrates the ability to develop, collect, analyze, and interpret data and file reports as required. Comments: | |
| 15. | Establishes productive linkages to local colleges, community agencies, and college offices to facilitate referrals. Comments: | |
| 16. | Assists students in selecting appropriate transfer institutions by providing individual/group counseling, providing current resource material and coordinating 4 year college visitations. Comments: | |
| 17. | Possesses individual/group counseling and communications skills, and employs eclectic and balanced approach to assisting students. Comments: | |
| 18. | Recognizes the personal, social, and emotional concerns and problems that may effect the students' educational development. Comments: | |

| | | |
|---|---|--|
| ANSWER THE SECTION APPROPRIATE TO YOUR AREA: | | |
| ADMISSIONS | | |
| 1. | Reviews Admissions documents in a timely manner. Comments: | |
| 2. | Maintains liaisons with high school and community agencies. Comments: | |
| 3. | Participates in recruitment activities on a regular basis. Comments: | |
| 4. | Keeps current in Admissions criteria. Comments: | |
| PROFESSIONAL DEVELOPMENT | | |
| 1. | Maintains currency in counseling field. Comments: | |
| 2. | Attends formal academic classes, professional seminars, and/or counseling related activities where possible. Comments: | |
| 3. | Maintains contact with other members in his/her field. Comments: | |
| 4. | Is active in appropriate professional organizations. Comments: | |
| SUMMARY | | |
| 1. | My overall evaluation of this faculty member is: Comments: | |

RECOMMENDATIONS – SUGGESTIONS:

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

EMPLOYEE COMMENTS:

Employee Signature: _____ **Date:** _____

Dean of Students or Administrator Signature: _____ **Date:** _____

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

College Vice President Signature: _____ **Date:** _____

Appendix D-3: Department Chair Counselor Evaluation

DEPARTMENT CHAIR COUNSELOR EVALUATION SUPERVISORY - PEER

Revised August 1995

- I. **Administrative Responsibility:** The Dean of Students is responsible for the administration of this procedure.
- II. **Objective:** To evaluate the Department Chairperson by April 15th of each year. To improve working relationships between departments and the administration.
- III. **Procedures:**
- A. **Dean of Students**
 - 1. Meets with Department Chairperson by October 1st of each academic year to explain the evaluation process.
 - 2. Explains to Chairperson that it is his/her responsibility to adhere to duties outlined in the FFECC Contract – Article 9.
 - B. **Chairperson**
 - 1. Reviews duties and asks questions, if necessary.
 - C. **Human Resource Representative**
 - 1. Forwards list and Department Chair Evaluation forms to Dean of Students.
 - 2. Lists date the evaluation forms are sent to Dean of Students.
 - 3. Supply of Evaluation Forms will be available in the Dean of Students' Office.
 - D. **Dean of Students**
 - 1. Receives evaluation form.
 - 2. Distributes Department Chair Peer Evaluation Form.
 - 3. Completes form by April 15th of each year.
 - 4. Documents reappointment status of chairperson.
 - 5. Signs and dates evaluation form
 - E. **Reappointment Committee**
 - 1. Distributes Department Chair Peer Evaluation form to faculty.
 - F. **Faculty**
 - 1. Received, reads, and completes form by April 1st.
 - 2. Returns Peer Evaluations to Reappointment Committee Chair
 - G. **Reappointment Committee Chair**
 - 1. Receives, reads, and summarizes Department Chair Peer Evaluation.
 - 2. Forwards to Department Chair to be submitted with the Supervisory evaluation form by April 15th.
 - H. **Department Chair**
 - 1. Reviews Supervisory evaluation form.
 - 2. Reviews Department Chair Peer Evaluation Form from reappointment committee.
 - 3. Documents on form – If Department Chair disagrees with either evaluation, that chair has the right to rebut in writing and is entitled a second evaluation by another administrator of his/her choice.
 - 4. Signs and dates form.
 - 5. Forwards information to the Dean of Students.
 - I. **Dean of Students**
 - 1. Receives and reads, checks for rebuttals, signs and dates evaluation form.
 - 2. Initiates second evaluation if requested by a Department Chair.
 - 3. Forwards information to the Human Resources Department by May 1st of each year.
 - J. **Human Resources Representative**
 - 1. Receives, logs and checks for incompleteness. If form was not signed, gives to Director of Human Resources for review.
 - 2. Files form in personnel file.

DEPARTMENT CHAIR COUNSELOR EVALUATION – SUPERVISORY I

Department Chair's Name: _____ Date: _____

Department: _____ Campus: _____

The Chairperson is responsible for all items listed in Article 9 including the items listed below. Please rate each item using the scale provided; there is space at the end for your comments.

Scale: 2 – Satisfactory 1 – Unsatisfactory N/A – Not Applicable

| JOB RESPONSIBILITIES | | RATING |
|----------------------|---|--------|
| 1. | Supervises activities of the counselors and secretaries of the academic department. Comments: | |
| 2. | Conducts monthly department meetings. Comments: | |
| 3. | Submits to Dean of Students minutes of the meetings including names of attendees and absentees. Comments: | |
| 4. | Encourages department Counselors to participate in the following: <ul style="list-style-type: none"> <input type="checkbox"/> Committee Participation <input type="checkbox"/> Staff Development <input type="checkbox"/> Advisory Council Meetings <input type="checkbox"/> Faculty Responsible Days <input type="checkbox"/> Office Professionalism <input type="checkbox"/> Program Review <input type="checkbox"/> Departmental Planning and Budget Review Comments: | |
| 5. | Signs all required time sheets. Comments: | |
| 6. | Coordinates staffing for day and evening activities. Comments: | |
| 7. | Acts as the liaison between the department and Campus. Comments: | |
| 8. | Is an ex-officio member of all committees in the academic department.. Comments: | |
| 9. | Is responsible for explanation of counselor performance evaluations. Comments: | |
| 10. | Able to initiate corrective action in accordance with FFECC Contract.. Comments:: | |
| 11. | Promotes integration and interaction within all areas of the counseling unit. Comments: | |
| 12. | Is responsible for counselor performance evaluations with regards to counselor reappointment, tenure, and promotion. <ul style="list-style-type: none"> <input type="checkbox"/> Evaluations for non-tenured employees must be prepared annually. <input type="checkbox"/> Evaluations for tenured employees should be prepared according to the contract. Comments: | |

| | |
|--|--|
| SUMMARY | |
| My overall evaluation of the department chair. | |
| Comments | |

SUGGESTIONS – RECOMMENDATIONS – COMMENDATIONS:

DEPARTMENT CHAIR COMMENTS:

Continuation of Appointment ☐ ☐ **Approved** ☐ ☐ **Not Approved**

Department Chair Signature: _____ **Date:** _____

Dean of Students Signature: _____ **Date:** _____

DEPARTMENT CHAIR COUNSELOR EVALUATION SUMMARY

PEER EVALUATION II

Department Chair's Name: _____ Date: _____

Department: _____ Campus: _____

Listed below are a number of items related to the role and responsibilities of the department chair. Please rate each item using the scale provided; there is space at the end for your comments. All responses are to be anonymous. Thank you for taking the time to complete this form.

Scale

2 – Satisfactory

1 – Unsatisfactory

N/A – Not Applicable

| INDIVIDUAL ISSUES | | RATING |
|---------------------|--|--------|
| 1. | Maintains positive working relationship with me Comments: | |
| 2. | Shows respect for me; evaluates me fairly. Comments: | |
| DEPARTMENTAL ISSUES | | |
| 1. | Encourages professional growth of department members. | |
| 2. | Delegates responsibility appropriately. | |
| 3. | Makes decisions in a fair and objective fashion. | |
| 4. | Is accessible to department members. | |
| 5. | Shares information with department members. | |
| 6. | Plans competently. | |
| 7. | Provides capable leadership for the department. | |
| 8. | Conducts effective, efficient departmental meetings. | |
| 9. | Effectively supervises department office, staff, NTPs. | |
| 10. | Confronts difficulties in a positive manner. | |
| 11. | Accepts constructive criticism. | |
| 12. | Deals well with students (e.g., registration, advisement, complaints, etc.) | |
| 13. | Effectively communicates departmental needs to administration. | |
| 14. | Seeks decision-making input from department members. | |
| 15. | Cooperates with other departments/programs. | |
| 16. | Provides an effective liaison with external groups (e.g., program advisory committees, etc.) | |

COMMENTS:

Reappointment: ☐ Recommended ☐ Not Recommended

Department Chair Comments:

Department Chair Signature: _____ Date: _____

Reappointments Committee Chair: _____ Date: _____

Appendix D-4: Full-Time Teaching Faculty Evaluation

FULL-TIME TEACHING FACULTY EVALUATION PEER-STUDENT-SUPERVISORY

Established November 1992, Revised August 1995, Revised February 1996

- i. **Department Chair Responsibility:** The Department Chair/Head is responsible for the Administration of this procedure in accordance with the FFECC contract.
- ii. **Objectives:**
 1. To ensure that the goals and objectives of the faculty member's performance evaluation reflect the mission of the unit, department, division and the College.
 2. To ensure that the goals and objectives of the faculty member's performance evaluation reflect the recommendations of accrediting agencies, program review, and planning documents.
 3. To coordinate the administration of faculty evaluations and ensure their completion by the required deadlines. This includes the annual evaluation of non-tenured faculty (deadline February 1), and the evaluation required for rank advancement. In no case may a faculty member evaluate himself/herself, be he/she may request a member of the unit Reappointments Committee to conduct the evaluation.

III. Procedures:

Human Resources Representative

1. Forwards list and evaluation forms to Department Chair/Head and Assistant Academic Deans.
2. Lists date evaluation forms were sent to Department Chair/Head.

Department Chair/Head

1. Meets with faculty member(s) to explain the evaluation process by the third week in the semester. This can be done in a group meeting.
2. Reviews job duties with faculty member(s).
3. Assists the faculty member(s) in the development of performance goals and objectives.
4. Explains that it is the responsibility of the faculty member to develop a portfolio.
5. Advises faculty member that evaluation will be completed in accordance with the FFECC contract.
6. Works with the Department Reappointment Committee to ensure that the evaluation process is completed.

Faculty Member

1. Establishes portfolio
 - Mandatory Items
 - Transcripts (maintained in personnel folder)
 - Equivalencies (maintained in personnel folder)
 - Course Syllabi
 - Samples of examinations and teaching materials
 - Goals and Objectives
 - Optional (Examples)
 - Published Papers
 - Organizational Memberships
 - Volunteer
 - Speakers Bureau
 - Conference Presentations/participation
 - Grants
2. Submits portfolio to the chair of the Department Reappointment Committee for review by the reappointment Committee. The deadlines for this are October 1st for non-tenured faculty and March 1st for all others.
3. Upon completion of the evaluation process and review by the Reappointments Committee, the portfolio will be returned to the faculty member.

Department Reappointment Committee

1. Oversees the completion of the Faculty Evaluation Peer Section I. Only one peer evaluation is required.
2. Administers the Faculty - Student Section II, for two classes by October 15th for non-tenured faculty and by March 1st for all others.
3. Meets with faculty member by November 1st for non-tenured faculty and March 15th for all others.
4. Discuss Faculty Evaluation - Peer Section I.
5. Discuss the Faculty Evaluation - Student Section II.
6. Sign and date Faculty Evaluation - Peer Section I and Student Section II.

Faculty Member

1. Receives and reviews Faculty Evaluation-Peer Section I
2. Documents comments on the Faculty Evaluation - Peer Section I
3. If faculty member disagrees with Peer Evaluation, that faculty member can receive one other evaluation by a member of Department Reappointment Committee, or unit/division Reappointment Committee.
4. Signs and dates form in the presence of the Department Reappointment Committee.

Assistant Academic Dean/Professor Department Head

1. Meets with faculty member(s) to explain the Supervisory Section III Evaluation process by the third week in the semester and arranges appointment for classroom observation.
2. Reviews and completes Faculty Evaluation - Supervisory Section III.
3. Meets with faculty member by November 1st for nontenured faculty and March 15th for all others.
4. Signs and dates Faculty Evaluation - Supervisory Section III.
5. Gives evaluation to faculty member.

Faculty Member

1. Reviews evaluation forms - Supervisory Section III.
2. Completes employee comments on the Faculty Evaluation Peer and Supervisory Section and can make comments in response to the Student Evaluation.
3. If faculty member disagrees with Supervisory Evaluation, that member will be given an opportunity to speak to the appropriate College Vice President or appropriate administrator and may receive one other evaluation by another administrator of the faculty member's choice.
4. Signs and dates form in the presence of the Assistant Academic Dean/Professor Department Head.

Academic Dean/Assistant Academic Dean/Professor Department Head

1. Reviews evaluation for completeness and forwards to the Department Reappointment Committee Chair to be included in the entire evaluation package.

Department Reappointment Committee Chair

1. Reviews comments, and forwards the Peer, Student, Supervisory Evaluation forms to the appropriate Associate Vice President.
2. Those not recommended for reappointment, tenure or rank advancement will follow FFECC contract procedures.

Academic Dean

1. Reviews evaluations for completeness, makes recommendations, and forwards the evaluation materials to the Human Resources Department by April 1st of each year for tenure and rank advancement.
2. Faculty member has the right to review, respond to comments, initial all evaluation materials, and to insist on strict adherence to contractual procedures.

Human Resources Representative

1. Receives, logs and checks for completeness.
2. If form was not signed, gives to Director of Human Resources for review.
3. Files forms in personnel folder.

FULL-TIME TEACHING FACULTY EVALUATION – PEER SECTION I

Faculty Member: _____

Title: _____

Campus: _____

Date: _____

Observer Signature: _____

Scale: 2 – Meets Minimum Requirements 1 – Unsatisfactory N/A – Not Applicable

| INSTRUCTION | | RATING |
|---------------------------------|--|--------|
| 1. | Provides the student with a clear, precise, and thorough syllabus for each particular course section. Comments: | |
| 2. | Informs the student of the relationship between the individual course objectives and the program and/or general education competencies. Comments: | |
| 3. | Encourages students to use the library resources, where appropriate, in completing learning assignments. Comments: | |
| 4. | Utilizes learning assessments other than examinations, where appropriate. Comments: | |
| 5. | Exhibits sound understanding and command of the subject matter. Comments: | |
| 6. | Makes concerted efforts to motivate students to learn. Comments: | |
| 7. | Includes opportunities for students to practice oral and written communication skills. Comments: | |
| ADVISEMENT | | |
| 1. | Provides students with appropriate advisement. Comments: | |
| 2. | Is available to students during regularly scheduled office hours. Comments: | |
| COLLEGE SERVICE | | |
| 1. | Participates in departmental, unit, campus, or college committees and activities. Comments: | |
| PROFESSIONAL DEVELOPMENT | | |
| 1. | Participates in professional development activities (ex. graduate courses, conferences, campus workshops, research & publication). Contingent upon College funding of the activity. Comments: | |

| | | |
|--------------------------------------|---|--|
| PROFESSIONAL RESPONSIBILITIES | | |
| 1. | Faculty member carries out professional responsibilities, such as timely submission of class rosters, syllabi, and attendance reports. Comments: | |
| SUMMARY | | |
| 1. | Reappointment Committee's overall impression of this faculty member. Comments: | |

RECOMMENDATIONS - SUGGESTIONS

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

EMPLOYEE'S COMMENTS:

Employee Signature: _____ **Date:** _____

Reappointment Committee Chair: _____ **Date:** _____

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Overall Rating | <input type="checkbox"/> | | <input type="checkbox"/> | |
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

Academic Dean Signature: _____

Date: _____

FULL-TIME TEACHING FACULTY EVALUATION
STUDENT SUMMARY SECTION II
Compile a summary of Student Evaluations on this form.

Instructor Name: _____ Campus: _____

Course Title: _____ Number: _____ Section: _____

Key: 3 – Agree
 2 – No Opinion – Does Not Apply
 1 – Disagree

| QUESTIONS | | RATINGS |
|-----------|--|---------|
| 1. | Instructor makes a concerted effort to motivate the student to learn. Comments: | |
| 2. | Instructor provides students with alternative ways to learn, where appropriate (groups, lecture, discussion, individual conferences, video, etc.) Comments: | |
| 3. | Instructor provides opportunities to practice spoken and written communication skills where appropriate. Comments: | |
| 4. | Instructor distributes and follows the course syllabus. Comments: | |
| 5. | Instructor plans and organizes classes. Comments: | |
| 6. | Instructor's explanation of the course material is clear and understandable. Comments: | |
| 7. | Instructor actively encourages participation, questions, and discussion. Comments: | |
| 8. | Instructor develops an atmosphere of respect and trust in the classroom. Comments: | |
| 9. | Instructor uses helpful examples and illustrations to clarify material. Comments: | |
| 10. | Instructor explains grading procedures clearly. Comments: | |
| 11. | Instructor grades according to the procedure. Comments: | |

**FULL-TIME TEACHING FACULTY EVALUATION
SUPERVISORY SECTION III**

Faculty Member: _____ **Title:** _____

Campus: _____ **Date:** _____

Observer Signature: _____

Scale: 2 – Meets Minimum Requirements 1 – Unsatisfactory N/A – Not Applicable

| INSTRUCTION | | RATING |
|--------------------------------------|--|---------------|
| 1. | Provides the student with a clear, precise, and thorough syllabus for each particular course section. Comments: | |
| 2. | Informs the student of the relationship between the individual course objectives and the program and/or general education competencies. Comments: | |
| 3. | Encourages students to use the library resources, where appropriate, in completing learning assignments. Comments: | |
| 4. | Utilizes learning assessments other than examinations, where appropriate. Comments: | |
| 5. | Exhibits sound understanding and command of the subject matter. Comments: | |
| 6. | Makes concerted efforts to motivate students to learn. Comments: | |
| 7. | Includes opportunities for students to practice oral and written communication skills. Comments: | |
| ADVISEMENT | | |
| 1. | Provides students with appropriate advisement. Comments: | |
| 2. | Is available to students during regularly scheduled office hours. Comments: | |
| COLLEGE SERVICE | | |
| 1. | Participates in departmental, unit, campus or college committees and activities. Comments: | |
| PROFESSIONAL DEVELOPMENT | | |
| 1. | Participates in professional development activities (ex. graduate courses, conferences, campus workshops, research & publication). Contingent upon college funding of the activity. Comments: | |
| PROFESSIONAL RESPONSIBILITIES | | |
| 1. | Faculty member carries out professional responsibilities, such as timely submission of class rosters, syllabi, and attendance reports. Comments: | |
| SUMMARY | | |
| 1. | My overall evaluation of this faculty member. Comments: | |

RECOMMENDATIONS - SUGGESTIONS

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

EMPLOYEE'S COMMENTS:

Employee Signature: _____ **Date:** _____**Assistant Academic Dean/Professor Dept. Head Signature:** _____ **Date:** _____

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Overall Rating | <input type="checkbox"/> | | | |
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

Academic Dean Signature: _____**Date:** _____

Appendix D-5: Dept Chair Evaluation

DEPARTMENT CHAIR EVALUATION SUPERVISORY - PEER

Revised August 1995

- I. Administrative Responsibility:** The Assistant Academic Dean is responsible for the administration of this procedure.
- II. Objective:** To evaluate the Department Chairperson by April 15th of each year. To improve working relationships between departments and the administration.
- III. Procedures:**
- a. **Assistant Academic Dean**
 - 1. Meets with Department Chairperson by October 1st of each academic year to explain the evaluation process.
 - 2. Explains to Chairperson that it is his/her responsibility to adhere to duties outlined in the FFECC Contract – Article 9.
 - b. **Chairperson**
 - 1. Reviews duties and asks questions, if necessary.
 - c. **Human Resource Representative**
 - 1. Forwards list and Department Chair Evaluation forms to Assistant Academic Deans.
 - 2. Lists date the evaluation forms are sent to Assistant Academic Dean.
 - 3. Supply of Evaluation Forms will be available in the Associate Vice President's Office.
 - d. **Assistant Academic Dean**
 - 1. Receives evaluation form.
 - 2. Distributes Department Chair Peer Evaluation Form.
 - 3. Completes form by April 15th of each year.
 - 4. Documents reappointment status of chairperson.
 - 5. Signs and dates evaluation form
 - e. **Reappointment Committee**
 - 1. Distributes Department Chair Peer Evaluation form to faculty.
 - f. **Faculty**
 - 1. Receives, reads, and completes form by April 1st.
 - 2. Returns Peer Evaluation to Reappointment Committee Chair
 - g. **Department Committee Chair**
 - 1. Reviews Supervisory evaluation form.
 - 2. Reviews Department Chair Peer evaluation form from reappointment committee
 - 3. Documents on form – If Department Chair disagrees with either evaluation, that Chair has the right to rebut in writing and is entitled to a second evaluation by another administrator of his/her choice.
 - 4. Signs and dates the form.
 - h. **Assistant Academic Dean**
 - 1. Receives and reads comments. If there is a rebuttal, forwards Department's comments to the Associate Vice President.
 - 2. Forwards information to the appropriate Associate Vice President.
 - i. **Associate Vice President**
 - 1. Receives, reads, checks for rebuttals, signs and dates evaluation form.
 - 2. Initiates second evaluation if requested by a Department Chair.
 - 3. Forwards to the Human Resources Department by May 1st of each year.
 - j. **Human Resources Representative**
 - 1. Receives, logs and checks for incompleteness. If form was not signed, gives to Director of Human Resources for review.
 - 2. Files form in personnel file.

DEPARTMENT CHAIR EVALUATION – SUPERVISORY I

Department Chair's Name: _____

Date: _____

Department: _____

Campus: _____

The Chairperson is responsible for all items listed in Article 9 including the items listed below. Please rate each item using the scale provided; there is space at the end for your comments.

Scale:
 2 – Satisfactory
 1 – Unsatisfactory
 N/A – Not Applicable

| JOB RESPONSIBILITIES | | RATING |
|----------------------|--|--------|
| 1. | Supervises activities of the faculty, technical assistants and secretary of the academic department. Comments: | |
| 2. | Conducts monthly department meetings. Comments: | |
| 3. | Submits to Assistant Academic Dean with copy to the Associate Vice President minutes of the meetings including names of attendees and absentees. Comments: | |
| 4. | Monitors student advisement with includes but is not limited to: <div style="margin-left: 20px;"> <input type="checkbox"/> Student registration <input type="checkbox"/> Graduation requirements <input type="checkbox"/> Curriculum planning and catalog review <input type="checkbox"/> Process of probationary and academic dismissal <input type="checkbox"/> Assignment of faculty advisors </div> Comments: | |
| 5. | Encourages department faculty to participate in the following: <div style="margin-left: 20px;"> <input type="checkbox"/> Program Review <input type="checkbox"/> Student registration <input type="checkbox"/> Curriculum planning and catalog review <input type="checkbox"/> Student development and review <input type="checkbox"/> Explanation of probation and academic dismissal <input type="checkbox"/> Explanation of graduation requirements and certification <input type="checkbox"/> Faculty responsible days <input type="checkbox"/> Department planning and budget preparation <input type="checkbox"/> Curriculum advisory council semi-annual meetings </div> Comments: | |
| 6. | Verifies that advisors have been assigned to students. Comments: | |
| 7. | Signs all required time sheets. Comments: | |
| 8. | Coordinates day and evening courses. Comments: | |
| 9. | Acts as the liaison between the department and Associate Vice President/Assistant Academic Dean. Comments: | |
| 10. | Is an ex-officio member of all committees in the academic department. Comments: | |

| | | |
|---|---|--|
| 11. | Is responsible for faculty performance evaluations with regards to faculty reappointment, tenure, and promotion. <input type="checkbox"/> Evaluations for non-tenured employee must be prepared annually. <input type="checkbox"/> Evaluations for tenured employees should be prepared according to the contract. Comments: | |
| 12. | Able to initiate corrective action in accordance with FFECC contract. Comments: | |
| 13. | Cooperates by not teaching day overloads during the academic year in accordance with the FFECC contract. Comments: | |
| SUMMARY | | |
| My overall evaluation of the department chair. Comments: | | |

SUGGESTIONS – RECOMMENDATIONS – COMMENDATIONS:

| |
|--|
| |
| |
| |
| |
| |

DEPARTMENT CHAIR COMMENTS:

| |
|--|
| |
| |
| |
| |

Continuation of Appointment ☐ **Approved** ☐ **Not Approved**

Department Chair Signature: _____ Date: _____

Assistant Academic Dean's Signature: _____ Date: _____

Associate Vice President: _____ Date: _____

DEPARTMENT CHAIR EVALUATION SUMMARY

PEER EVALUATION II

Department Chair's Name: _____

Date: _____

Department: _____

Campus: _____

Listed below are a number of items related to the role and responsibilities of the department chair. Please rate each item using the scale provided; there is space at the end for your comments. All responses are to be anonymous. Thank you for taking the time to complete this form.

Scale: **2 – Satisfactory** **1 – Unsatisfactory** **N/A – Not Applicable**

| INDIVIDUAL ISSUES | | RATING |
|---------------------|--|--------|
| 1. | Maintains positive working relationship with me Comments: _____ | |
| 2. | Shows respect for me; evaluates me fairly. Comments: _____ | |
| DEPARTMENTAL ISSUES | | |
| 1. | Encourages professional growth of department members. | |
| 2. | Delegates responsibility appropriately. | |
| 3. | Makes decisions in a fair and objective fashion. | |
| 4. | Is accessible to department members. | |
| 5. | Shares information with department members. | |
| 6. | Plans competently. | |
| 7. | Provides capable leadership for the department. | |
| 8. | Conducts effective, efficient departmental meetings. | |
| 9. | Effectively supervises department office, staff, NTPs. | |
| 10. | Confronts difficulties in a positive manner. | |
| 11. | Accepts constructive criticism. | |
| 12. | Deals well with students (e.g., registration, advisement, complaints, etc.) | |
| 13. | Effectively communicates departmental needs to administration. | |
| 14. | Seeks decision-making input from department members. | |
| 15. | Cooperates with other departments/programs. | |
| 16. | Provides an effective liaison with external groups (e.g., program advisory committees, etc.) | |

COMMENTS:

Reappointment: ☐ **Recommended** ☐ **Not Recommended**

DEPARTMENT CHAIR COMMENTS:

Department Chair Signature: _____

Date: _____

Reappointments Committee Chair: _____

Date: _____

Appendix D-6: Full-Time Librarian Evaluation

FULL-TIME LIBRARIAN FACULTY EVALUATION PEER-STUDENT-SUPERVISORY

Revised October 1995

I. Department Chair Responsibility: The Department Chair/Head is responsible for the Administration of this procedure in accordance with the FFECC contract.

II. Objectives:

1. To ensure that the goals and objectives of the faculty member's performance evaluation reflect the mission of the unit, department, division and the College.
2. To ensure that the goals and objectives of the faculty member's performance evaluation reflect the recommendations of accrediting agencies, program review, and planning documents.
3. To coordinate the administration of faculty evaluations and ensure their completion by the required deadlines. This includes the annual evaluation of non-tenured faculty (deadline February 1), and the evaluation required for rank advancement. In no case may a faculty member evaluate himself/herself, be he/she may request a member of the unit Reappointments Committee to conduct the evaluation.

III. Procedures:

Human Resources Representative

1. Forwards list and evaluation forms to Department Chair/Head and Assistant Academic Deans.
2. Lists date evaluation forms were sent to Department Chair/Head.

Department Chair/Head

1. Meets with faculty member(s) to explain the evaluation process by the third week in the semester. This can be done in a group meeting.
2. Reviews job duties with faculty member(s).
3. Assists the faculty member(s) in the development of performance goals and objectives.
4. Explains that it is the responsibility of the faculty member to develop a portfolio.
5. Advises faculty member that evaluation will be completed in accordance with the FFECC contract.
6. Works with the Department Reappointment Committee to ensure that the evaluation process is completed.

Faculty Member

1. Establishes portfolio
 - Mandatory Items
 - Transcripts (maintained in personnel folder)
 - Equivalencies (maintained in personnel folder)
 - Course Syllabi
 - Samples of examinations and teaching materials
 - Goals and Objectives
 - Optional (Examples)
 - Published Papers
 - Organizational Memberships
 - Volunteer activities
 - Speakers Bureau
 - Conference Presentations/participation
 - Grants
 - Internal Publications
2. Submits portfolio to the chair of the Department Reappointment Committee for review by the Reappointment Committee. The deadlines for this are October 1st for non-tenured faculty and March 1st for all others.
3. Upon completion of the evaluation process and review by the Reappointments Committee, the portfolio will be returned to the faculty member.

Department Reappointment Committee

1. Oversees the completion of the Faculty Evaluation Peer Section I. Only one peer evaluation is required.
2. Administers the Faculty – Student Section II, for two classes by October 15th for non-tenured faculty and by March 1st for all others.
3. Meets with faculty member by November 1st for non-tenured faculty and March 15th for all others.
4. Discuss Faculty Evaluation – Peer Section I.
5. Discuss the Faculty Evaluation – Student Section II.
6. Sign and date Faculty Evaluation – Peer Section I and Student Section II.

Faculty Member

1. Receives and reviews Faculty Evaluation-Peer Section I
2. Documents comments on the Faculty Evaluation – Peer Section I
3. If faculty member disagrees with Peer Evaluation, that faculty member can receive one other evaluation by a member of Department Reappointment Committee, or unit/division Reappointment Committee.
4. Signs and dates form in the presence of the Department Reappointment Committee.

Academic Dean

1. Meets with faculty member(s) to explain the Supervisory Section III Evaluation process by the third week in the semester and arranges appointment for classroom observation.
2. Reviews and completes Faculty Evaluation – Supervisory Section III.
3. Meets with faculty member by November 1st for non-tenured faculty and March 15th for all others.
4. Signs and dates Faculty Evaluation – Supervisory Section III.
5. Gives evaluation to faculty member.

Faculty Member

1. Reviews evaluation forms – Supervisory Section III.
2. Completes employee comments on the Faculty Evaluation Peer and Supervisory Section and can make comments in response to the Student Evaluation.
3. If faculty member disagrees with Supervisory Evaluation, that member will be given an opportunity to speak to the appropriate College Vice President or appropriate administrator and may receive one other evaluation by another administrator of the faculty member's choice.
4. Signs and dates form in the presence of the Assistant Academic Dean/Professor Department Head.

Academic Dean

1. Reviews evaluation for completeness and forwards to the Department Reappointment Committee Chair to be included in the entire evaluation package.

Department Reappointment Committee Chair

1. Reviews comments, and forwards the Peer, Student, Supervisory Evaluation forms to the appropriate Associate Vice President.
2. Those not recommended for reappointment, tenure or rank advancement will follow FFECC contract procedures.

Academic Dean

1. Reviews evaluations for completeness, makes recommendations, and forwards the evaluation materials to the Human Resources Department by April 1st of each year for tenure and rank advancement.
2. Faculty member has the right to review, respond to comments, initial all evaluation materials, and to insist on strict adherence to contractual procedures.

Human Resources Representative

1. Receives, logs and checks for completeness.
2. If form was not signed, gives to Director of Human Resources for review.
3. Files forms in personnel folder.

LIBRARY FACULTY EVALUATION – PEER SECTION I

Faculty Member: _____

Title: _____

Campus: _____

Date: _____

Observer Signature: _____

Scale: 2 – Meets Minimum Requirements
 1 – Unsatisfactory
 N/A – Not Applicable

| REFERENCE / TEACHING OBSERATION | | RATING |
|---------------------------------|---|--------|
| 1. | Exhibits professionalism when dealing with students. Comments: | |
| 2. | Answers questions clearly and fully. Comments: | |
| 3. | Is courteous, patient and approachable with students. Comments: | |
| 4. | Shows interest and concern in student questions. Comments: | |
| 5. | Exhibits sound understanding and command of the subject matter. Comments: | |
| 6. | Makes concerted efforts to motivate students to learn. Comments: | |
| 7. | Explains the Library's policies and procedures. Comments: | |
| 8. | Makes effort to increase student enthusiasm and interest in the subject matter. Comments: | |
| 9. | Exhibits an awareness of student needs. Comments: | |
| DEPARTMENT CONTRIBUTIONS | | |
| 1. | Exhibits proficiency within the specialization of the Librarian's job. Comments: | |
| 2. | Understands Library policies and procedures. Comments: | |
| 3. | Performs in a responsible, dependable manner. Comments: | |
| 4. | Demonstrates self-confidence and flexibility. Comments: | |
| 5. | Utilizes professional knowledge and skills to enhance the proficiency of the department. Comments: | |
| 6. | Has well-defined goals which contribute to the goals of the College. Comments: | |
| 7. | Delegates duties and responsibilities judiciously. Comments: | |
| 8. | Is cooperative, accepts constructive criticism. Comments: | |
| 9. | Insures that library activities are well-planned, thorough and accurate. Comments: | |
| 10. | Fulfills requirements of specific job description for position assigned. Comments: | |

| | | |
|--------------------------------------|---|--|
| COLLEGE SERVICE | | |
| 1. | Participates in departmental, unit, campus, or college committees and activities. Comments: | |
| PROFESSIONAL DEVELOPMENT | | |
| 1. | Participates in professional development activities (ex. graduate courses, conferences, campus workshops, research & publication). Contingent upon college funding of the activity. Comments: | |
| PROFESSIONAL RESPONSIBILITIES | | |
| 1. | Carries out professional responsibilities, such as timely submission of reports, statistics, and requested information. Comments: | |
| SUMMARY | | |
| 1. | Reappointments Committee's overall impression of this faculty member. Comments: | |

RECOMMENDATIONS - SUGGESTIONS

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

EMPLOYEE'S COMMENTS:

Employee Signature: _____ **Date:** _____

Reappointment Committee Chair: _____ **Date:** _____

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Overall Rating | <input type="checkbox"/> | | | |
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

Academic Dean Signature: _____ **Date:** _____

LIBRARY FACULTY EVALUATION – STUDENT SECTION II

Librarian's Name: _____

Campus: _____

Date: _____

Scale:
3 – Agree
2 – No Opinion – Does Not Apply
1 – Disagree

| ACTIVITIES | | RATING |
|------------|---|--------|
| 1. | Librarian is friendly, courteous, and approachable. Comments: | |
| 2. | Librarian answers questions clearly and concisely. Comments: | |
| 3. | Librarian demonstrates a command of his/her material. Comments: | |
| 4. | Librarian exhibits enthusiasm. Comments: | |
| 5. | Librarian's activities to help were well-planned, thorough, and accurate. Comments: | |
| 6. | Librarian's instruction increased my understanding of how information is found in the library. Comments: | |
| 7. | Librarian exhibits professional attitude, poise, and self-assurance. Comments: | |
| 8. | Librarian's attitude shows interest and concern in student questions. Comments: | |
| 9. | Librarian exhibits patience. Comments: | |
| 10. | Librarian's assistance helped me complete an assignment. Comments: | |

LIBRARY FACULTY EVALUATION – SUPERVISORY SECTION III

Faculty Member: _____ Title: _____
 Campus: _____ Date: _____
 Observer Signature: _____

Scale: 2 – Meets Minimum Requirements
 1 – Unsatisfactory
 N/A – Not Applicable

| REFERENCE / TEACHING OBSERVATION | | RATING |
|----------------------------------|---|--------|
| 1. | Exhibits professionalism when dealing with students. Comments: | |
| 2. | Answers questions clearly and fully. Comments: | |
| 3. | Is courteous, patient, and appreciable with students. Comments: | |
| 4. | Shows interest and concern in student questions. Comments: | |
| 5. | Exhibits sound understanding and command of the subject matter. Comments: | |
| 6. | Makes concerted efforts to motivate students to learn. Comments: | |
| 7. | Explains the Library's policies and procedures. Comments: | |
| 8. | Makes effort to increase student enthusiasm and interest in the subject matter. Comments: | |
| 9. | Exhibits an awareness of student needs. Comments: | |
| DEPARTMENT CONTRIBUTIONS | | |
| 1. | Exhibits proficiency within the specialization of the Librarian's job. Comments: | |
| 2. | Understands Library policies and procedures. Comments: | |
| 3. | Performs in a responsible, dependable manner. Comments: | |
| 4. | Demonstrates self-confidence and flexibility. Comments: | |
| 5. | Utilizes professional knowledge and skills to enhance the proficiency of the department. Comments: | |
| 6. | Has well-defined goals which contribute to the goals of the College. Comments: | |
| 7. | Delegates duties and responsibilities judiciously. Comments: | |
| 8. | Is cooperative, accepts constructive criticism. Comments: | |
| 9. | Insures that library activities are well-planned, thorough, and accurate. Comments: | |
| 10. | Fulfills requirements of specific job description for position assigned. Comments: | |

| | | |
|--------------------------------------|---|--|
| COLLEGE SERVICE | | |
| 1. | Participates in departmental, unit, campus, or college committees and activities. Comments: | |
| PROFESSIONAL DEVELOPMENT | | |
| 1. | Participates in professional development activities (ex. graduate courses, conferences, campus workshops, research & publication). Contingent upon college funding of the activity. Comments: | |
| PROFESSIONAL RESPONSIBILITIES | | |
| 1. | Carries out professional responsibilities, such as timely submission of reports, statistics, and requested information. Comments: | |
| SUMMARY | | |
| 1. | My overall evaluation of this faculty member. Comments: | |

RECOMMENDATIONS – SUGGESTIONS

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

EMPLOYEE'S COMMENTS:

Employee Signature: _____ **Date:** _____

Academic Dean Chair: _____ **Date:** _____

| | | | | |
|------------------|--------------------------|-------------|--------------------------|-----------------|
| Overall Rating | <input type="checkbox"/> | | <input type="checkbox"/> | |
| Reappointment | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Rank Advancement | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |
| Tenure | <input type="checkbox"/> | Recommended | <input type="checkbox"/> | Not Recommended |

Academic Dean Signature: _____ **Date:** _____

Appendix E: Advanced Studies Agreement

ERIE COMMUNITY COLLEGE ARTICULATION AGREEMENT WITH HIGH SCHOOL

Erie Community College is committed to offering quality college-level coursework to interested and qualified high school students in order to enhance student learning in high school and better prepare students for the transition into the first year of college. The methods of delivering college courses to high school students include the following options:

1. A member of the ECC Faculty teaches the college course to high school students in the high school or through distance learning.
2. High school students attend college classes on one of ECC's three campuses.
3. ECC authorizes a high school teacher to provide college credit-bearing coursework to students in the high school.

In the event that the school district chooses to offer ECC credit courses for high-school students taught in the high school by an ECC authorized high school teacher, the college and the school district agrees that a quality experience will be best provided through a collaborative effort between the faculty of the school district and the college. The following procedures shall apply:

1. The high school principal will identify an instructor who is qualified to teach the intended course. A resume of qualifications for the instructor will be forwarded to the College. Credentials will be reviewed by the appropriate Academic Department's Appointments Committee for the determination of possible placement of the instructor into the unit's part time job bank.
2. The college department chair will collaborate with the high school administration on course related matters.
3. The high school principal will identify eligible students.
4. The appropriate College academic department will provide a course outline for each course, outlining the topics and depth of coverage for each course. The lead teacher and the high school teacher will provide a course syllabus outlining topics, coverage, objectives and methods of evaluation student performance. (Samples will be provided by the college.)
5. The appropriate College academic department will be the department that offers the course at the campus that is closest, in distance to the high school that is requesting the ECC course.
6. Assessment of student learning in the course will be comparable to on-campus offerings. The quality to the teaching will be reviewed periodically by any or all of the following means:
 - a. Review of course materials, assignments and expectations of students by the department lead faculty member.
 - b. Peer observations: The sponsoring department will designate a full time faculty member of record whose name will be assigned to the course on the Master Schedule. This lead faculty members will be designated by using the FFECC contractual method of selecting overload. The lead faculty member will be responsible for all record keeping aspects of the course including such activities as orientation of the high school teacher, recording the attendance of students, review of all instructional materials, course outline and examinations, in cooperation with the high school teacher, assignment of final grades, sign-off of the final grade report and coordination with ECC administrative officers.
 - c. The number of students in an ECC section will be determined by the class size used on the lead teacher's campus for that course.
 - d. The lead faculty member will receive one (1) contact hour credit for the assignment of each dual credit course per site. When multiple sections of a course occur, the lead faculty member will receive one-half (1/2) contact hour credit for each additional section of the same course with the same high school teacher. Each new course and each new high school teacher assigned will constitute a new contact hour and multiple

sections of that course with that high school teacher will give the lead faculty member one-half (1/2) contact hour credit for each additional section of the same course with the same high school teacher.

- e. In the case where a high school would like to extend instruction of the ECC course to match their one year course, the lead faculty member will receive ½ contact hour credit for each semester, i.e., ½ contact hour credit for Fall and ½ contact hour credit for Spring.
 - f. In the case where a high school would like to present material all year but enroll in January, the sponsoring department would still have to have a lead faculty member working with the high school teacher and the lead faculty member would receive credit for this assignment as outlined above even if the high school does not enroll any students in the college.
 - g. The credit received by a lead faculty member may be used for on load or overload credit.
 - h. Student evaluations of the course and the instructor will be accomplished by the appropriate department's Reappointment Committee.
- 7. In the event of an extended faculty absence of five (5) consecutive days or more, the college department chair will be notified and will provide instruction support for the replacement faculty.
 - 8. Applicable academic policies and regulations, as stipulated in the ECC College Catalog, shall apply to such courses, including basic skills and prerequisite course requirements.
 - 9. The college academic department lead faculty member will determine textbooks used in each course. Textbooks and supplies purchased through the college bookstore will be the responsibility of the school district or the student.
 - 10. The course will be recorded on the ECC college transcript in the same manner as all other college courses.
 - 11. Tuition shall be set at \$ _____ per credit hour for each course taught during the normal high school course of operation. Students enrolled in these courses aren't eligible for financial aid. ECC will invoice the District Business Office for the tuition.
 - 12. The established tuition rate will be the only element of finances transacted and neither party will bill the other for implicit facilities operational or administrative costs.
 - 13. This agreement will be reviewed annually and can be withdrawn by either party with one semester's prior notice.
 - 14. Courses to be taught will be determined by the needs of the high school and the willingness of the ECC academic department to participate in this agreement.

President of Erie Community College

Superintendent
_____ High School

President of Erie Community College

Appendix F: Police Training Agreement

MEMORANDUM OF AGREEMENT

**ERIE COMMUNITY COLLEGE
AND
COUNTY OF ERIE
AND
CSEA, ERIE UNIT of LOCAL 815
AND
FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE**

THIS AGREEMENT is by and between Erie Community College, hereinafter, “the College,” and the County of Erie, hereinafter, “the County,” Civil Service Employees Association, Inc., Local 1000 A.F.S.C.M.E., AFL-CIO, Erie Unit of Local 815 (hereinafter, CSEA, Erie Unit of Local 815) and the Faculty Federation of Erie Community College, hereinafter, “the FFECC.”

AGREEMENT

WHEREAS, the County has offered both a “Pre-Employment Basic Course for Police Officers” approved by the New York State Division of Criminal Justice Services (NYS DCJS) and a “Police Basic Training” approved by the State University of New York (SUNY) and the New York State Department of Education (SED) and associated with the NYS DCJS-approved “Pre-Employment Basis Course for Police Officers”; and,

WHEREAS, the County has employed the instructors of the aforementioned courses referenced in the paragraph, above, in titles represented by the CSEA, Erie Unit of Local 815, and,

WHEREAS, the County and the College have agreed to the transfer of the following function to the College: i.e., the instruction of both the aforementioned “Pre-Employment Basic Course for Police Officers” and the “Police Basic Training”; and,

WHEREAS, the County, the College and the FFECC are currently Parties to the 2005-2009 Collective Bargaining Agreement, that addresses wages, hours, and working conditions for all teaching/instructing positions employed by the College for credit bearing courses, including, but not limited to: all full-time and part-time Faculty, Non-Teaching Professionals and Non-Teaching Technical Professionals; and,

WHEREAS, the County, the College, CSEA, Erie Unit of Local 815, and the FFECC mutually agree that all of the instructor positions related to police officer training, previously represented by the CSEA, Erie Unit of Local 815, are now properly assigned to the FFECC bargaining unit as their exclusive agent for purposes of collective negotiations and representation as contemplated under the NYS Taylor Law; and,

MEMORANDUM OF AGREEMENT – Transfer of Police Training Program to ECC

WHEREAS, the Parties recognize the necessity for providing for this transfer of function by making the following modifications to said 2005-2009 Agreement:

1. Creating four (4) new FFECC bargaining unit faculty titles and adopting their job descriptions for the instructors of the Police Services Training Program curriculum, including non-credit bearing courses, in-service police training, and related credit bearing courses;
2. Creating and incorporating the new titles into current FFECC salary grades 11, 13 and 14 in Appendix A of the 2005-2009 Agreement; and creating a new Job Grade 12 in Appendix A.
3. Specifying the FFECC Titles, Job Grades and Step placement for the current incumbents in the Police Training Services Program.
4. Amending the 2005-2009 Agreement by creating a separate contractual article specifying the unique terms and conditions of employment for these new faculty Police Training Professional positions in the Police Services Training Program, as distinguished from other instructional faculty in other academic programs.
5. Reviewing the 2005-2009 Agreement for the purpose of:
 - a) Identifying the specific terms and conditions of employment provided in the 2005-2009 Agreement that are also applicable to the new bargaining unit titles in the Police Services Training Programs;
 - b) Identifying the specific terms and conditions of employment provided in the 2005-2009 Agreement that are not applicable to the new bargaining unit titles in the Police Services Training Program.

THEREFORE, the Parties AGREE, as follows:

- A. The newly created FFECC bargaining unit titles providing instruction for the Police Services Training Program at the College, with their respective salary grades and schedules, are as follows:
 1. Police Training Professional I (both FT and RPT) – Grade 11
 2. Police Training Professional II – Grade 12
 3. Senior Police Training Professional – Grade 13
 4. Principal Police Training Professional – Grade 14

The job descriptions for these new titles are attached to this agreement.

Salary Schedule for
2006 – 2007
2007 - 2008

| FFECC Job Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Long A | Long B | Long C | Long D |
|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 11 | 44,001 | 46,399 | 48,799 | 51,189 | 53,556 | 55,997 | 58,381 | 60,873 | 62,021 | 63,205 | 64,406 | |
| 12 | 47,545 | 49,952 | 52,862 | 55,510 | 58,146 | 60,822 | 63,545 | 0 | 66,021 | 67,285 | 68,566 | |
| 13 | 51,088 | 54,008 | 56,924 | 59,831 | 62,735 | 65,646 | 68,709 | 0 | 70,021 | 71,365 | 72,725 | |
| 14 | 56,759 | 60,029 | 63,300 | 66,569 | 69,825 | 73,175 | 0 | 0 | 74,577 | 76,003 | 77,467 | |

2008-2009 (1% increase & additional Long Step D)

- B. Add. Article 9, **Department Chair**, of the 2005-09 Agreement, by adding a new position of “Department Chair – Police Services Training Program,” with compensation of \$2500 per semester.
- C. Add. Articles 28, **Rank**, and 29, **Rank Advancement**, of the 2005-09 Agreement by providing for Rank and Rank Advancement criteria specific to the new titles in Police Training Professional hierarchy. *(To be developed by the Department Chair.)*
- D. Revise the 2005-09 Agreement by adding a New Article 41, **Police Training Professionals** in the 2005-2009 Agreement to distinguish the terms and conditions of employment for Police Training Professionals from those for faculty in other academic programs, to include:
- The following description: The Police Services Training Program includes the following: 1) The “Pre-Employment Basic Course for Police Officers” approved by the New York State Division of Criminal Justice Services (NYS DCJS); 2) a “Police Basic Training” course approved by the State University of New York (SUNY) and New York State Education Department (NYSED); 3) non-credit bearing police in-service training; and, 4) the instruction of the following credit bearing courses at the any of the College’s Campuses to both police trainees (Sworn Officer Training) and civilian students, (Civilian Training Academy, including but not necessarily limited to:
 - PB 201 Police Physical Fitness
 - PB 202 Basic Law for Police
 - PB 203 EMS First Responder
 - PB 204 Police Community Relations
 - PB 205 Police Administration of Justice
 - PB 206 Police Arrest Procedures
 - PB 207 Police Investigation Procedures
 - PB 208 Police Patrol Function
 - PB 209 Police Traffic Procedures
 - PB 210 Emergency Vehicle Operation (EVOC)
 - Department Chair to be appointed from incumbent in position of Principal Police Training Professional, Grade 14.
 - A special forty (40) hour work week, and other unique working conditions.
 - Additional Compensation of \$1000 stipend for training each civilian academy per semester.
 - Provide for an Appointments and Reappointments Committee process similar to all faculty appointments in Article 20; Appointments and Reappointments recommendations may be reviewed by Advisory Council comprised of selected individuals from the local police chiefs association. Nevertheless, appointments and

reappointments are the sole responsibility of the Appointments Committee for the Police Training Services Unit.

- Current permanent incumbents with four (4) or more years in County function to be “grandfathered” as having permanent status /tenure in FFECC bargaining unit.
- Add vacation and sick leave similar to NTPs (refer to Articles 32 and 33)
- Add special provision requiring College to grant the waiver necessary under the NYS Employees Retirement System to allow existing qualified retired ranked police officers to continue working for the College with no cap imposed on salary
- “Grandfathering” current CSEA police service trainers who have completed four (4) years of service in position with tenure, and applying the time already served toward required four (4) years for those who have not yet completed sufficient time.
- Section re: Part Time PTPs, to be paid adjunct faculty rate of \$25 hours and limited to no more than 19 hours/per week.
- The titles, employment status and salary placement for the current instructors is as follows:
 1. Dan Bauer, tenured Senior Police Training Professional, Job 13, Step 5 (\$62,735)
 2. Mark Tartaro, tenured Senior Police Training Professional, Job 13, Step 5 (\$62,735)
 3. John Chiarello, RPT Police Training Professional (38 hours max), Job Grade 11, Step 1 (\$44,001 annual, to be pro-rated.)
 4. Ed Hempling, tenured Principal Police Training Professional, Grade 14, Step 5 (\$69,825); plus Department Chair -- Police Services Training Program (for minimally 2 sworn and 2 civilian academies annually, and the in-service credit program.)
- Determine FFECC bargaining unit seniority for current incumbent faculty members; and, determine transferability of their accrued leave time. (Maximum of 80 hours comp time and continue accruals for vacation and sick time.
- Compensation Rate for work outside the Police Academy to be current FFECC overload rate, and preparation rates, if appropriate.
- If current incumbents retire or leave, new hires to enter as Police Training Professional I, Job Grade 11, Step 1.
- Class size,
 - A maximum of 32 students for Civilian Academy
 - Class size for sworn officers will be based on Department Recommendations.
 - Class size of all courses will be based on space considerations and safety concerns where appropriate.

DATE

William Reuter, Interim President,
Erie Community College

George Loncar, County Attorney
Erie County

Joan Bender, President
Civil Service Employees Association, Inc.
Local 1000 A.F.S.C.N.E., AFL-CIO
Erie Unit of Local 815

Andrew Sako, President
Faculty Federation of Erie Community College
NYSUT-AFT/NEA

POLICE TRAINING PROFESSION (PTP) I – Job Grade 11

[With Rank Advancement to PTP II, Grade 12, and Advanced to Senior PTP, Grade 13, Criteria TBD]

DISTINGUISHING FEATURES OF THE CLASS:

This is classroom and practical instruction given to police recruits including pre employment students and in service training provided to police officers on various police related topics and proficiencies. It also includes the facilitation of such instruction given by various experts in the field. The instruction and facilitation includes actual working practices, matters of law and proficiencies such as firearms, blood alcohol testing, emergency vehicle operation, etc. The instruction strongly emphasizes actual working practices, procedures and methods used in police agencies on a day to day basis. The incumbent is expected to exercise both initiative and independent judgment in the development of course objectives, lesson plans and evaluation methodology. Work is performed under the general guidance of the Director of Training for the Academy and instructional guidelines are also subject to mandates and guidelines set by the New York State Department of Criminal Justices.

TYPICAL WORK ACTIVITIES:

Instructs police officers and recruits in practices and procedures of law enforcement; assists in the development of training curricula, course outlines and announcements including all the ancillary activities associated with same.

Acts as a facilitator by arranging for the services of highly skilled and outside expertise on topics or skills not possessed by current staff members and schedules same. Prepares recruit and in service class schedules as directed by the Director of Training.

Keeps informed of the latest procedures and practices in the law enforcement field. This includes attending training sessions on occasion to keep their skills updated and reading periodicals including various online subscriber services and networks.

Takes daily roll call, inspection and enforcement of academy rules and regulations to be followed by police recruits and trainees (including pre employment candidates). Supervises and facilitates off site instruction, field problems, firearms training, emergency vehicle operation training (EVOC), defensive tactics, physical education, etc.

FULL PERFORMANCE KNOWLEDGES, SKILLS AND PERSONAL CHARACTERISTICS:

Thorough knowledge of modern law enforcement administration and training practices; thorough knowledge of federal, state and local criminal laws; thorough knowledge of effective teaching techniques; good knowledge of the principles of supervision; ability to write clear and precise lesson plans and reports, good word processing skills, good human relations techniques and ability to work as a member of a team; sound professional

judgment; initiative and resourcefulness, tact, physical condition commensurate with the demands of the position .

MINIMUM QUALIFICATIONS:

Candidates must meet one of the following options, either:

- A) Graduation from a regionally accredited or New York State registered four (4) year college or university with a bachelor's degree and four (4) years of experience as a police officer or federal criminal law enforcement officer, at least one (1) year of which must have included duties as an instructor in Law Enforcement Training; or:
- B) Graduation from high school or possession of a high school equivalency diploma and nine (9) years of experience as a police officer or federal criminal law enforcement officer, at least one (1) year of which must have included duties as an instructor in Law Enforcement Training.

NOTES:

- 1) Under option (A) a Master's degree in Police Science, Criminal Justice, Education, Public Administration or Business Administration may be substituted for one (1) year of the required experience as a police officer;
- 2) Under option (B) an AAS degree in Police Science or Criminal Justice may be substituted for two (2) years of the required experience as a police officer;
- 3) Under options (A) and (B), possession of current certification as a Police Instructor, from the Bureau for Municipal Police, may be substituted for the one (1) year of required experience as an instructor in Law Enforcement Training.

NOTE: Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full-time experience requirements.

PRINCIPAL POLICE TRAINING PROFESSIONAL – Job Grade 14

DISTINGUISHING FEATURES OF THE CLASS: The training strongly emphasizes working practices, procedures and methods used in police agencies and other public safety agencies on a day-to-day basis. This position operates under the general umbrella of Erie Community College (ECC), and all credit bearing training will be administered through ECC. Work is performed under the general supervision of the Commissioner of Central Police Services with latitude for independent judgment permitted and expected. Supervision is exercised over a small number of Training Instructors (CPS) and a clerical staff. Does related work as required.

TYPICAL WORK ACTIVITIES:

Develops programs and policies which facilitate the coordination of public safety trainings across the public safety disciplines;

Plans, directs and implements a program involving the centralization of training procedures and training procedures and training programs for law enforcement and other public safety personnel within the county and other participating police agencies;

Confers with heads of law enforcement and other public agencies to determine outline and scope of training programs;

Organizes lectures, training manuals, examinations, visual aids, reference libraries and other training implements;

Trains instructors and supervisory personnel in proper training methods and techniques in the field of law enforcement and assigns them to specific programs;

Maintains records of training activities and evaluates effectiveness and application of programs;

Coordinates established training courses in law enforcement and other public safety disciplines with those offered in area colleges and universities;

Recommends personnel for attendance at training courses and schools;

Conducts studies of capabilities to include use of new or unusual weaponry, equipment, tactics and techniques;

Represents the Commissioner at various meetings, conferences and hearings;

Prepares training bulletins, memoranda, and other instructional material for area police agencies and personnel;

Assists in preparation of departmental budget;

Works with other public safety programs in Western New York on development of new training programs, coordination of existing training programs, and examination of opportunities to enhance the level of trainings offered to public safety representatives in Western New York;

Works with the different public safety disciplines on development of integrated training programs which enhance and encourage coordination of response efforts across many disciplines;

Works closely with ECC on development of programs which enhance the educational offerings of the College and at the same time expand the available trainings for public safety representatives in Erie County;

Works closely with the New York State Division of Criminal Justice Services on the development of new programs which enhance the law enforcement training across Western New York.

PRINCIPAL POLICE TRAINING PROFESSIONAL – Job Grade 14

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of modern law enforcement administration and training practices; Thorough knowledge of federal, state, and local criminal laws; Thorough knowledge of principles of supervision; Ability to plan and develop curricula and lesson plans; Ability to teach effectively; Ability to write clear, concise training directives and reports; Ability to establish and maintain successful relationships with people; Good judgment; Maturity; Resourcefulness; Initiative; Tact; Physically capable of performing the essential functions of the position with or without reasonable accommodation.

MINIMUM QUALIFICATIONS:

Graduation from regionally accredited or New York State registered four (4) year college or university with a Bachelor's degree plus seven (7) years of experience as a sworn police officer, at least four (4) years of which must have been in a supervisory or administrative capacity, and at least three (3) years of which must have been in law enforcement training.

NOTE:

A Master's degree in Police Science, Criminal Justice, Education, Public Administration or Business Administration may be substituted for one (1) year of the required experience as a sworn police officer.

NOTE:

Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full time experience requirements.

Appendix G: Arbitrator List

**Dennis Campagna
Ronald Kowalski
John G. Watson
Paul J. Caffera
James A. Gross
Stuart M. Pohl
Howard Foster**

Special thanks to Susan Ballard for the many hours she contributed to finalizing the typing of this agreement.